

**SOUTH FLORIDA**  
**REGIONAL TRANSPORTATION**  
**AUTHORITY**  
**GOVERNING BOARD**

**REGULAR MEETING AGENDA**  
**APRIL 27, 2007**  
**9:30 a.m.**

South Florida Regional Transportation Authority  
Board Room  
800 NW 33<sup>rd</sup> Street  
Suite 100  
Pompano Beach, FL 33064

SFRTA BOARD MEETINGS ARE SCHEDULED ON THE FOURTH FRIDAY OF EACH MONTH AT 9:30 A.M. FOR FURTHER INFORMATION CALL (954)942-RAIL (7245). TIME OF MEETINGS SUBJECT TO CHANGE.

**SFRTA Board Members**

Commissioner Bruno Barreiro, Chair  
James A. Cummings  
Mayor Josephus Eggelletion, Vice-Chair

Marie Horenburger  
Neisen Kasdin  
Commissioner Jeff Koons

John Martinez  
George Morgan, Jr.  
Bill T. Smith

**Executive Director**

Joseph Giulietti

**GOVERNING BOARD REGULAR MEETING**  
**OF APRIL 27, 2007**

The meeting will convene at 9:30 a.m., and will be held in the Board Room of the South Florida Regional Transportation Authority, Administrative Offices, 800 NW 33<sup>rd</sup> Street, Suite 100, Pompano Beach, Florida 33064.

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**AGENDA APPROVAL** – Additions, Deletions, Revisions

**MATTERS BY THE PUBLIC** – Persons wishing to address the Board are requested to complete an “Appearance Card” and will be limited to three (3) minutes. Please see the Minutes Clerk prior to the meeting.

**PUBLIC HEARING I**

<b>ADVERTISED PUBLIC HEARINGS</b>
NOTICE IS HEREBY GIVEN THAT at the Board Meeting of April 27, 2007 the Governing Board for the South Florida Regional Transportation Authority (SFRTA) will hold a Public Hearing at 9:30 a.m. to receive public input on SFRTA intent to file Section 5307 and Section 5309 Grant Applications with the Federal Transit Administration in the amount of \$19,958,000. All Interested individuals and/or groups are invited to attend this meeting and will have an opportunity to present their views and comments, or by responding in writing to the South Florida Regional Transportation Authority, 800 NW 33 <sup>rd</sup> Street, Suite 100, Pompano Beach, FL 33064. Persons wishing to address the Board are requested to complete an “Appearance Card” and will be limited to three (3) minutes. Please see the Minutes Clerk prior to the meeting.

*PH 1* - FY 2006-2007 grant applications to the Federal Transit Administration

1. Open Public Hearing
2. Close Public Hearing
3. [MOTION TO APPROVE](#): Resolution No. 07-01, permitting staff to submit Fiscal Year 2006-07 Grant Applications to the Federal Transit Administration (FTA) in order to secure \$19,958,000 in Capital and Planning funds to support the South Florida Regional Transportation Authority (SFRTA) Program of Projects.

Department: Finance & Information Tech.  
Project Manager: Greta Willis

Department Director: Edward T. Woods  
Procurement Director: Christopher Bross

## **DISCUSSION ITEMS**

D-1. Discussion on Transition of the South Florida Rail Corridor – Request made by Mr. Jim Wolfe, FDOT District Secretary

### D-2. Clarification and/or Amendment of Unsolicited Proposal Policy

#### **CONSENT AGENDA**

Those matters included under the Consent Agenda are self-explanatory and are not expected to require review or discussion. Items will be enacted by one motion in the form listed below. If discussion is desired by any Board Member, however, that item may be removed from the Consent Agenda and considered separately.

C1. MOTION TO APPROVE: Minutes of Governing Board's Regular Meeting of March 23, 2007.

#### **REGULAR AGENDA**

Those matters included under the Regular Agenda differ from the Consent Agenda in that items will be voted on individually. In addition, presentations will be made on each motion, if so desired.

R1. MOTION TO APPROVE: Supplemental Joint Participation Agreement (JPA) No.2, between the South Florida Regional Transportation Authority and the Florida Department of Transportation (FDOT), for funding of Maintenance and Inspection associated with the New River Bridge for the remainder of the current fiscal year, increasing the amount of the existing JPA by \$440,000.00, for a revised total JPA amount of \$1,826,000.00.

Department: Engineering and Construction  
Project Manager: Daniel R. Mazza, P.E.

Department Director: Daniel R. Mazza, P.E.  
Procurement Director: Christopher C. Bross

R2. MOTION TO APPROVE: Letter of Support for 95 Express Pilot Project.

Department: Planning & Capital Dev.  
Project Manager: William L. Cross, P.E.

Department Director: Daniel R. Mazza, P.E.  
Contracts Director: Christopher C. Bross

R3. MOTION TO APPROVE: A Resolution authorizing the SFRTA Chair to execute the Transportation Regional Incentive Program (TRIP) Agreement, FM #421871-1-94-01 between the South Florida Regional Transportation Authority (SFRTA) and the State of Florida Department of Transportation (FDOT) for TRIP funds, in the amount of \$250,000 to develop a station area Transit-Oriented Development (TOD) Plan for 18 Tri-Rail stations.

Department: Planning & Capital Dev.  
Project Manager: William L. Cross, P.E.

Department Director: Daniel R. Mazza, P.E.  
Procurement Director: Christopher C. Bross

- R4. MOTION TO APPROVE: A Resolution authorizing the SFRTA Chair to execute the Transportation Regional Incentive Program (TRIP) Agreement, FM #421871-1-94-01 and #421871-2-94-01 between the South Florida Regional Transportation Authority (SFRTA) and the State of Florida Department of Transportation (FDOT) for TRIP funds, in the amount of \$6,000,000 to purchase Tri-Rail Rolling Stock.

Department: Planning & Capital Dev.  
Project Manager: William L. Cross, P.E.

Department Director: Daniel R. Mazza, P.E.  
Procurement Director: Christopher C. Bross

- R5. MOTION TO APPROVE: First Amendment to the South Florida Regional Transportation Authority (SFRTA) FY 2006-07 Capital Budget. This Amendment increases the Capital Budget by \$14,147,278 bringing the total FY 2006-07 Capital Budget to \$123,268,778.

Department: Finance & Information Tech.  
Project Manager: Elizabeth Walter

Department Director: Edward Woods  
Procurement Director: Christopher C. Bross

- R6. MOTION TO APPROVE: The South Florida Regional Transportation Authority (SFRTA) FY 2007-2008 Operating Budget in the amount of \$58,558,170.

Department: Finance & Information Tech.  
Project Manager: Elizabeth Walter

Department Director: Edward T. Woods  
Procurement Director: Christopher C. Bross

- R7. MOTION TO APPROVE: The South Florida Regional Transportation Authority (SFRTA) FY 2007-08 Capital Budget in the amount of \$21,829,000.

Department: Finance & Information Tech.  
Project Manager: Elizabeth Walter

Department Director: Edward T. Woods  
Procurement Director: Christopher C. Bross

- R8. MOTION TO APPROVE: Amendment No. 1 to Agreement No. 06-515 between the South Florida Regional Transportation Authority (SFRTA) and Thompson Coburn, LLP, to increase the year one not-to-exceed amount by \$80,000.00, to a total not-to-exceed amount of \$110,000 for year one, for additional Federal Legal Consultant Services.

Department: Executive  
Project Manager: Jeffrey Olson

Department Director: Joseph Giuliatti  
Procurement Director: Christopher C. Bross

<b>COMMITTEE REPORTS / MINUTES</b>
Action not required, provided for information purposes only. If discussion is desired by any Board Member, however, that item may be considered separately.

- A. PROPERTY COMMITTEE
- B. CONSTRUCTION OVERSIGHT COMMITTEE
- C. PLANNING TECHNICAL ADVISORY COMMITTEE
- D. MARKETING COMMITTEE
- E. OPERATIONS TECHNICAL COMMITTEE
- F. CITIZENS ADVISORY COMMITTEE



- G. AUDIT COMMITTEE
- H. LEGISLATIVE COMMITTEE
- I. ADVISORY COMMITTEE FOR PERSONS WITH DISABILITIES

### **INFORMATION / PRESENTATION ITEMS**

Action not required, provided for information purposes only. If discussion is desired by any Board Member, however, that item may be considered separately.

[I-1- INFORMATION](#) - Cypress Creek Partners Parking Proposal

[I-2- PRESENTATION](#) - South Florida Regional Transportation Authority Strategic Regional Transit Plan

### **MONTHLY REPORTS**

Action not required, provided for information purposes only. If discussion is desired by any Board Member, however, that item may be considered separately.

- A. [ENGINEERING & CONSTRUCTION MONTHLY PROGRESS REPORTS – March](#)
- B. [RIDERSHIP GRAPHS – March](#)
- C. [ON-TIME PERFORMANCE GRAPHS – March](#)
- D. [MARKETING MONTHLY SUMMARY – March](#)
- E. [BUDGETED INCOME STATEMENT – March](#)
- F. [PAYMENTS OVER \\$2,500.00 – March](#)
- G. [REVENUE AND FARE EVASION REPORTS – March](#)
- H. [SOLICITATION SCHEDULE – March](#)
- I. [CONTRACT ACTIONS EXECUTED UNDER THE EXECUTIVE DIRECTOR'S AUTHORITY - March](#)
- J. [CONTRACT ACTIONS EXECUTED UNDER THE CONSTRUCTION OVERSIGHT COMMITTEE – March](#)
- K. [PROPERTY COMMITTEE – PROJECT SCHEDULE](#) - Current

### OTHER BUSINESS

1. State Legislative Update
2. Federal Legislative Update

### EXECUTIVE DIRECTOR REPORTS/COMMENTS

### LEGAL COUNSEL COMMENTS

## CHAIR COMMENTS

## BOARD MEMBER COMMENTS

## ADJOURNMENT

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this proceeding, must at least 48 hours prior to the meeting, provide a written request directed to the Executive Office at 800 NW 33<sup>rd</sup> Street, Suite 100, Pompano Beach, Florida, or telephone (954) 942-RAIL (7245) for assistance; if hearing impaired, telephone (800) 273-7545 (TTY) for assistance.

Any person who decides to appeal any decision made by the Governing Board of the South Florida Regional Transportation Authority with respect to any matter considered at this meeting or hearing, will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Persons wishing to address the Board are requested to complete an "Appearance Card" and will be limited to three (3) minutes. Please see the Minutes Clerk prior to the meeting.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
GOVERNING BOARD MEETING: APRIL 27, 2007

AGENDA ITEM REPORT

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☐ Consent    ☒ Regular

AUTHORIZING RESOLUTION NO. 07-01  
FY 2006-07 PROGRAM OF PROJECTS

REQUESTED ACTION:

MOTION TO APPROVE: Resolution No. 07-01, permitting staff to submit Fiscal Year 2006-07 Grant Applications to the Federal Transit Administration (FTA) in order to secure \$19,958,000 in Capital and Planning funds to support the South Florida Regional Transportation Authority (SFRTA) Program of Projects.

SUMMARY EXPLANATION AND BACKGROUND:

SFRTA is requesting authorization to submit to the FTA, a Section 5307 Formula/Flexible Capital/Planning Grant in the estimated amount of \$8,000,000 and a Section 5309 Bus & Bus Facility and Formula Fixed Guideway Modernization Grant in the estimated amount of \$11,958,000.

These funds will be utilized to financially support the SFRTA Program of Projects which includes the following: Station Rehabilitation; Preventive Maintenance; Leasehold Improvements; Computer/Office Equipment; New Rail Cars; Hialeah Yard Rail Projects; Coach Overhaul; ADA Improvements; and the associated planning activities required to manage federally funded Projects.

A Public Hearing for the SFRTA FY 2006-07 Program of Projects will be held at the April 27, 2007, SFRTA Governing Board meeting. A Notice of Public Hearing for the SFRTA FY 2006-2007 Program of Projects and intent to file Grant Applications with the FTA was advertised in the local newspapers in each county in April 2007.

Department: Finance & Information Technology  
Project Manager: Greta Willis

Department Director: Edward T. Woods  
Procurement Director: Christopher Bross

FISCAL IMPACT: The SFRTA FY 2006-2007 Capital Budget incorporates these federal funds.

EXHIBITS ATTACHED:    [Exhibit 1- Authorizing Resolution No. 07-01](#)  
                                  [Exhibit 2- Public Hearing Notice](#)

AUTHORIZING RESOLUTION NO. 07-01  
FY 2007-08 PROGRAM OF PROJECTS

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Recommended by: <u>C. Y. Woods</u> <u>4-18-07</u>	Approved by: <u>Cliff</u> <u>4/18/07</u>
Department Director      Date	Procurement Director      Date
Authorized by: <u>J. G. Smith</u> <u>4/18/07</u>	Approved as to Form by: _____
Executive Director      Date	General Counsel      Date

Board Action:

Approved:    ☐ Yes    ☐ No

Vote:    ☐ Unanimous

Amended Motion:

Commissioner Bruno Barreiro	<input type="checkbox"/> Yes <input type="checkbox"/> No	Commissioner Jeff Koons	<input type="checkbox"/> Yes <input type="checkbox"/> No
James A. Cummings	<input type="checkbox"/> Yes <input type="checkbox"/> No	John Martinez	<input type="checkbox"/> Yes <input type="checkbox"/> No
Marie Horenburger	<input type="checkbox"/> Yes <input type="checkbox"/> No	George A. Morgan, Jr.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Neisen Kasdin	<input type="checkbox"/> Yes <input type="checkbox"/> No	Mayor Josephus Eggelletion	<input type="checkbox"/> Yes <input type="checkbox"/> No
		Bill T. Smith	<input type="checkbox"/> Yes <input type="checkbox"/> No

## AGENDA ITEM NO.

**AUTHORIZING RESOLUTION NO. 07-01**  
**FY 2007-08 PROGRAM OF PROJECTS**

Recommended by: \_\_\_\_\_  
Department Director      Date

Approved by: \_\_\_\_\_  
Procurement Director      Date

Authorized by: \_\_\_\_\_  
Executive Director      Date

Approved as to form by: [Signature] 4/16/07  
General Counsel Date

**Board Action:**

Approved: \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_

Vote: \_\_\_\_\_ Unanimous

**Amended Motion:**

Commissioner Bruno Barreiro \_\_\_\_\_ Yes \_\_\_\_\_ No

James A. Cummings \_\_\_\_\_ Yes \_\_\_\_\_ No

Marie Hornburger \_\_\_\_\_ Yes \_\_\_\_\_ No

Neisen Kasdin \_\_\_\_\_ Yes \_\_\_\_\_ No

Commissioner Jeff Koons \_\_\_\_\_ Yes \_\_\_\_\_ No

John Martinez            Yes            No

George A. Morgan, Jr. \_\_\_\_\_ Yes \_\_\_\_\_ No

Mayor Josephus Eggelcton \_\_\_\_\_ Yes \_\_\_\_\_ No

**Bill T. Smith** \_\_\_\_\_ Yes \_\_\_\_\_ No

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**

**RESOLUTION NO. 07-01**

**RESOLUTION AUTHORIZING THE FILING OF APPLICATIONS WITH THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL ASSISTANCE AUTHORIZED BY 49 U.S.C. CHAPTER 53, TITLE 23, UNITED STATES CODE, AND OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Federal Transit Administration has been delegated authority to award federal financial assistance for a transportation project;

**WHEREAS**, the Grant or Cooperative Agreement for federal financial assistance will impose certain obligations upon South Florida Regional Transportation Authority (SFRTA) and may require SFRTA to provide the local share of the project cost; and

**WHEREAS**, SFRTA has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project;

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD FOR THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY THAT:**

Section 1. The recitals contained in the preamble to this Resolution are incorporated by reference herein.

Section 2. SFRTA's Executive Director, or Executive Director Designee, is authorized to execute and file the application for federal assistance on behalf of SFRTA with the Federal Transit Administration for federal assistance authorized by 49 U.S.C. Chapter 53, Title 23, United States Code, or other federal statutes authorizing a project administered by the Federal Transit Administration.

Section 3. The SFRTA Program of Projects includes the following: Station Rehabilitation; Preventive Maintenance; Leasehold improvements; Computer/Office Equipment; New Rail Cars; Hialeah Yard Rail Projects; Coach Overhaul; ADA Improvements; and Planning/Project Administration.

Section 4. The SFRTA Program of Projects is estimated to cost \$19,958,000 in federal and state funding.

Section 5. The Executive Director, or Executive Director Designee, is authorized to execute and file with its application the annual certifications and assurances and other documents

the Federal Transit Administration requires before awarding a Federal Assistance Grant or Cooperative Agreement.

Section 6. SFRTA's Executive Director, or Executive Director Designee, is authorized to execute Grant and Cooperative Agreements with the Federal Transit Administration on behalf of SFRTA.

Section 7. SEVERABILITY.

If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court or competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 8. CERTIFICATION.

The undersigned duly qualified the Executive Director, or Executive Director Designee, acting on behalf of the South Florida Regional Transportation Authority, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the South Florida Regional Transportation Authority Governing Board held on April 27, 2007.

Section 9. EFFECTIVE DATE.

This Resolution shall become effective upon its adoption, and any provision of any previous resolutions in conflict with the provisions herein are hereby superseded.

The foregoing resolution was offered by Board Member \_\_\_\_\_, who moved its adoption. The motion was seconded by Board Member \_\_\_\_\_, and upon being put to vote, the votes were as follows:

Member  
Member  
Member  
Member  
Member  
Member  
Member  
Member  
Member  
Chair

The Chair thereupon declared the resolution duly passed and adopted this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

ATTEST

South Florida Regional Transportation Authority

BY \_\_\_\_\_  
Joseph Giulietti  
Executive Director

BY \_\_\_\_\_  
Commissioner Bruno A. Barreiro  
Chair

\_\_\_\_\_ day of April, 2007.

(SFRTA seal)

Approved as to form and legal sufficiency by:

\_\_\_\_\_  
Teresa J. Moore  
General Counsel, SFRTA  
Greenburg Traurig, PA  
777 S. Flagler Drive, Ste 300E  
West Palm Beach, Florida 33401  
(561) 650-7963





**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**NOTICE OF PUBLIC HEARING AND INTENT TO FILE SECTION 5307 AND SECTION 5309 GRANT APPLICATIONS**  
**WITH THE FEDERAL TRANSIT ADMINISTRATION IN THE ESTIMATED AMOUNT OF \$19,958,000**

NOTICE IS HEREBY GIVEN THAT at the Board Meeting of April 27, 2007, the Governing Board for the South Florida Regional Transportation Authority (SFRTA) will hold a Public Hearing at 9:30 am to receive public input on the SFRTA's intent to file Section 5307 and Section 5309 Grant Applications with the Federal Transit Administration (FTA) in the amount of \$19,958,000. All interested individuals and/or groups are invited to attend this meeting and will have an opportunity to present their views and comments, or by responding in writing to the South Florida Regional Transportation Authority at 800 NW 33<sup>rd</sup> Street, Suite 100, Pompano Beach, FL 33064. The following represents SFRTA's Program of Projects:

Urbanized Area:	Miami, Florida
Federal Transit Administration Apportionment:	<u>\$19,958,000</u>
Total Funds Available:	\$19,958,000
Designated Recipient:	South Florida Regional Transportation Authority

**PROGRAM OF PROJECTS**

Preventive/Station Maintenance	\$ 7,188,000
Rolling Stock & Rolling Stock Overhaul	\$ 4,440,000
Computers/Office Equip	\$ 300,000
Program Support and Planning Projects	\$ 3,300,000
Ticket Vending Machines	\$ 2,000,000
Leasehold Improvements	\$ 750,000
General Engineering Consultants	\$ 200,000
Hialeah Yard Improvements	\$ 650,000
Station Rehab/ADA Improvements	<u>\$ 1,170,000</u>
<b>TOTAL PROJECT</b>	<b>\$19,958,000</b>

**FUNDING SOURCES**

FTA Capital Assistance	<u>\$19,958,000</u>
<b>TOTAL FUNDING</b>	<b>\$19,958,000</b>

These improvements will enhance significantly the service reliability of passenger and freight service in the rail corridor owned by the Florida Department of Transportation.

Those wishing to review or obtain a copy of any materials pertaining to this public hearing may contact Greta Willis at telephone (954)788-7957; if hearing impaired, telephone (800)273-7545 (TTY) for assistance. All written comments will be entered into the official records of the public hearing. Persons wishing to address the Board are requested to complete an "Appearance Card" and will be limited to three (3) minutes.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this proceeding, must at least 48 hours prior to the meeting, provide a written request directed to the Executive Office at 800 NW 33<sup>rd</sup> Street, Suite 100, Pompano Beach, FL 33064, or telephone (954) 942-7245 for assistance; if hearing impaired, telephone (800) 273-7545 (TTY) for assistance.

Any person who decides to appeal any decision made by the Board of Directors for the South Florida Regional Transportation Authority with respect to any matter considered at this meeting or hearing, will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Unless amended, this notice will serve as the final Program of Projects for Fiscal Year 2007 for the South Florida Regional Transportation Authority.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
GOVERNING BOARD MEETING: APRIL 27, 2007

AGENDA ITEM REPORT

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☐ Consent    ☐ Regular    ☒ Discussion

CLARIFICATION AND/OR AMENDMENT OF UNSOLICITED PROPOSAL POLICY

SUMMARY EXPLANATION AND BACKGROUND:

I. Clarification and/or Amendment of Unsolicited Proposal Policy relating to the Property Committee

At the February 23, 2007 Board meeting, the SFRTA Board amended the SFRTA Bylaws to require that SFRTA property issues be referred to the Property Committee only by a specific delegation of the SFRTA Board and that each delegation have an associated timeframe. Prior to that amendment, the SFRTA Board had adopted the Unsolicited Proposal Policy which requires "...SFRTA staff and Property Committee (if involving property)..." to determine if the unsolicited proposal meets the policy requirements, contains sufficient information to evaluate, etc.

Staff and General Counsel now seek clarification from the SFRTA Board as to whether it wishes: (1) for all unsolicited proposals involving property to be automatically delegated to the Property Committee (per the current language of the Policy); or (2) for each unsolicited property proposal to come before the SFRTA Board (or the Chair, with ratification at the next scheduled SFRTA Board meeting) for its decision regarding delegation to the Property Committee, as per the amended Bylaws.

In the event the SFRTA Board elects the second option, Staff and General Counsel recommend revising the Unsolicited Proposal Policy as shown in Exhibit 1.

II. Additional Amendments to the Unsolicited Proposal Policy

Exhibit 1 also contains additional recommended amendments by Staff and General Counsel which: (1) allow staff to have preliminary meetings with potential proposers for informational purposes or respond to requests for information; (2) exempt unsolicited proposals from the restriction that the unsolicited proposal "not be an advance proposal for a known SFRTA requirement that can be acquired by competitive methods" (if SFRTA gets a proposal on something that it plans to procure competitively in the future, SFRTA can always reject the proposal and continue with a competitive procurement); and (3) permit an exception from the \$25,000 initial fee requirement in the event a proposal is valued at \$100,000 or less, but still reserve to the SFRTA Executive Director the right to require compensation in the event staff time involved in addressing the unsolicited proposal is substantial.

EXHIBITS ATTACHED:    [Exhibit 1 - Potential Amendments to Unsolicited Proposal Policy](#)

UNSOLICITED PROPOSAL POLICY

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Recommended by: \_\_\_\_\_  
Department Director      Date

Authorized by:  4/18/07  
Executive Director      Date

Approved by:  4/18/07  
Procurement Director      Date

Approved as to Form by: \_\_\_\_\_  
General Counsel      Date

AGENDA ITEM NO.

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UNSOLICITED PROPOSAL POLICY

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Recommended by: \_\_\_\_\_  
Department Director Date

Approved by: \_\_\_\_\_  
Procurement Director Date

Authorized by: \_\_\_\_\_  
Executive Director Date

Approved as to Form \_\_\_\_\_  
General Counsel Date 4/17/07

## **Exhibit 1**

### **...II. Policy**

It is the policy of the SFRTA to accept the submission of new and innovative ideas.

Unsolicited proposals allow unique and innovative ideas or approaches that have been developed to be made available for use in accomplishment of the SFRTA mission. Unsolicited proposals are offered with the intent that SFRTA may enter into a contract with the offeror for research and development, new services, land development or other efforts supporting the SFRTA mission, and often represent a substantial investment of time and effort by the offeror.

References to the Property Committee in this Policy shall only apply if the SFRTA Board has made a specific delegation to the Property Committee to address the unsolicited proposal.

A valid unsolicited proposal must:

1. Be innovative and unique;
2. Be independently originated and developed by the offeror;
3. Be prepared without SFRTA supervision, endorsement, direction, or direct SFRTA involvement, except for preliminary meetings with SFRTA staff for informational purposes and/or requests for information; and
4. Include sufficient detail to permit a determination that SFRTA support could be worthwhile and the proposed work could benefit the agency's mission responsibilities.

### **III. Content of Unsolicited Proposals**

Unsolicited proposals should contain the following information to permit consideration in an objective and timely manner: ...

3. Fee
  - (a) An initial fee of \$25,000 payable to the South Florida Regional Transportation Authority must accompany an unsolicited proposal ("Initial Payment"). Proposals received without the Initial Payment shall not be accepted. The fee may be waived by the SFRTA Board or the SFRTA

Property Committee. Unsolicited proposals submitted by governmental entities shall be exempt from the payment of any fees.

(b) Payment shall be made by cash, cashier's check, or any other non-cancelable instrument. Personal checks will not be accepted.

(c) If the Initial Payment is not sufficient to pay SFRTA's costs of evaluating the unsolicited proposal, SFRTA shall request in writing additional amounts required. The public-private partnership or private entity submitting the proposal shall pay the requested additional fee within 30 days. Failure to pay the additional fee shall result in the proposal being rejected.

(d) SFRTA shall refund any fees in excess of the costs of evaluating the proposal after the evaluation is complete.

(e) The fee requirement can be waived if conflicts with federal requirements or can be reduced by the SFRTA Board in the event the SFRTA Board determines that the estimated cost of evaluation will be less than the Initial Payment.

(f) Unsolicited proposals valued at \$100,000 or less shall be exempt from the initial fee requirement in Section III.3(a). However, the SFRTA Executive Director or his/her delegate shall have the authority to require a fee to be paid by the Proposer in the event that staff time devoted to the unsolicited proposal is substantial, as determined solely by the SFRTA Executive Director or his/her delegate.

**MINUTES**  
**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**GOVERNING BOARD REGULAR MEETING**  
**OF MARCH 23, 2007**

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The regular Meeting of the South Florida Regional Transportation Authority Governing Board was held at 9:30 a.m. on Friday, March 23, 2007 in the South Florida Regional Transportation Authority Board Room, 800 Northwest 33<sup>rd</sup> Street, Suite 100, Pompano Beach, Florida 33064.

**BOARD MEMBERS PRESENT:**

Bruno Barreiro, Chair - Miami-Dade County Commissioner  
 James A. Cummings, Citizen Representative, Broward County  
 Marie Horenburger, Citizen Representative, Palm Beach County  
 Mayor Josephus Eggelletion, Jr., Vice Chair - Broward County Commissioner- *arrived at 9:46am*  
 Neisen Kasdin, Citizens Representative, Miami-Dade County – *via teleconference*  
 Jeff Koons, Palm Beach County Commissioner  
 John Martinez, District Secretary, Florida Department of Transportation  
 George Morgan, Governor's Appointee  
 Bill T. Smith, Governor's Appointee

**BOARD MEMBERS ABSENT:**

**ALSO PRESENT:**

Joseph Giulietti, Executive Director, SFRTA  
 Jack Stephens, Deputy Executive Director, SFRTA  
 Bonnie Arnold, Director of Marketing, SFRTA  
 Brad Barkman, Director of Operations, SFRTA  
 Chris Bross, Director of Procurement, SFRTA  
 Diane Hernandez Del Calvo, Director of Administration, SFRTA  
 Mary Jane Lear, Director of Human Resources, SFRTA  
 Renee Matthews, Special Projects Manager, SFRTA  
 Dan Mazza, Director of Engineering and Construction, SFRTA  
 Teresa Moore, General Counsel, SFRTA  
 Jeffrey Olson, Staff Counsel, SFRTA  
 Edward Woods, Director of Finance & IT, SFRTA  
 Sandra Thompson, Executive Administrative Coordinator, SFRTA

**CALL TO ORDER**

The Chair called the meeting to order at 9:34 a.m.

**ROLL CALL**

The Chair requested a roll call. A quorum was established.

## **PLEDGE OF ALLEGIANCE**

### **AGENDA APPROVAL** – Additions, Deletions, Revisions

#### REVISION:

Mr. Joseph Giulietti stated that Exhibit 1 to Agenda Item R2: The South Florida Regional Transportation Authority (SFRTA) Schedule Change to begin on or about April 30<sup>th</sup>, 2007, had been revised.

#### ADDITIONS:

Mr. Giulietti stated that a January & February Congressional Report and a February Operations Report have been added to the Board information.

Mr. Giulietti requested of the Chair that prior to addressing the regular agenda items that the first item of business would be the Phase B negotiations update.

**Board Member Jim Cummings moved to approve the Agenda as amended. The motion was seconded by Board Member Marie Horenburger.**

**The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.**

The Chair recognized and welcomed Mr. Al Trevesos, a founding SFRTA Governing Board Member.

## **MATTERS BY THE PUBLIC**

Mr. Dan Glickman of Deerfield Beach, Florida addressed the Board. Mr. Glickman referred to the March agenda and stated that 20 agenda items are related to Tri-Rail; 9 agenda items are related to internal administrative issues. The one item out of 30 items that shows progress is related to the Downtown Ft. Lauderdale Transit Circulator. Mr. Glickman stated that he has read the legislation as related to §343.54. Under powers and duties: the SFRTA is authorized to plan, develop, etc, etc.... and manage a transit system and transit facilities. Mr. Glickman continued to quote, that under 1C.; allowing that involuntary takeover of another entity is not allowed; however, “this paragraph does not preclude the South Florida Regional Transportation Authority from having the primary responsibility to develop and coordinate the transportation systems within the service area of the SFRTA.” Mr. Glickman stated in contrast of the SFRTA to the South East Florida Transportation Council (SEFTC) and the three Metropolitan Planning Organizations (MPO’s). These are basically a creation of the Transportation Regional Incentive Plan (TRIP) Funding Growth and Management Legislation of 2005. SEFTC meets quarterly. It has a Regional Long Range Transportation Planning (LRTP) adhoc committee. As an example of the activities, within the first three years, a prioritization



process was developed. Now a regional prioritization process is in place. It has taken five and one-half years to put this in place. Last month SFRTA agenda showed a Strategic Regional Transportation Plan, yet due to the length of the meeting, was not addressed. Mr. Glickman requested that the SFRTA Board review and discuss the Strategic Regional Transportation Plan.

Commissioner Koons responded that there is a TRIP funding source in place but not a dedicated funding source for SFRTA.

Board Member Smith stated it is refreshing to see a concerned citizen such as Mr. Glickman. In regards to the agenda items, the SFRTA Board is responsible for the mundane operations of the SFRTA and there are few opportunities to address the future planning of the region.

*Mayor Josephus Eggelletion arrived at 9:46 a.m.*

<b>CONSENT AGENDA</b>
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Those matters included under the Consent Agenda are self-explanatory and are not expected to require review or discussion. Items will be enacted by one motion in the form listed below. If discussion is desired by any Board Member, however, that item may be removed from the Consent Agenda and considered separately.
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**C1. MOTION TO APPROVE:** Minutes of Governing Board Regular Meeting of February 23, 2007.

**Board Member Jim Cummings moved for approval of the Consent Agenda. The motion was seconded by Board Member Marie Horenburger.**

**The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.**

The Chair called on Mr. Giulietti to comment on Phase B.

Mr. Giulietti stated that, due to the nature of the negotiations, he will be guided by General Counsel as he reads his statement.

**STATEMENT READ by Mr. Joseph Giulietti**

I want to advise the Board of the status of the Phase B negotiations between the Department of Transportation and CSX as those negotiations appear to nearing completion.

I regret having to use this forum to address this matter but the attorneys have advised me I can't meet in private with the Board to discuss it.

DOT and CSX have just advised us that certain information involved in the transaction is no longer confidential so I am able to share that information with the Board.

For reasons, which I will outline, I have serious concerns and reservations with the direction of the negotiations and contents of the new operating agreement, which will result in FDOT and by separate JPA the RTA, assuming the responsibility for maintenance and dispatching of the rail corridor, along with their associated costs.

Over the past several months, my staff and our attorneys have had the opportunity to review drafts of the new agreement and to make comments. However, to date my participation in the actual negotiations with CSX has been limited to discussing train operating windows.

Although negotiations with CSX have not been concluded, it is my impression that a final agreement will be signed shortly, possibly before the Board's next meeting.

I have two major concerns with the agreement.

Negotiations have taken place based on certain assumptions regarding financial impacts that CSX would experience when it turned over the maintenance and dispatching of the corridor to the State. This Board was advised of some of those impacts by special counsel Chuck Spitulnik in a presentation he made to the Board back in April 2005. The estimates provided at that time were based on information provided to DOT by CSX.

CSX has used their financial assumptions to seek concessions from the State both in the per car mile charge, which will become the basis for CSX's contribution to corridor maintenance and dispatching costs, and in structuring the future operating windows for the corridor.

For example, against my advice, the State has agreed to allow CSX to operate 1½ freight trains per hour more than currently operate in our non-peak operating periods. This would mean that we would never be able to expand our operations in those operating windows to 20-minute service.

Although I have been told an agreement on a per car mile charge has not been reached, I believe DOT is seriously considering a per car mile charge that is far less than would be needed to avoid subsidizing CSX's fair share of the cost of maintaining and dispatching the corridor and that may be even lower than CSXT's current contribution to FDOT for these costs. This will result in the state assuming a far greater financial burden than it currently bears for these services, which eventually would be passed on to the RTA.

In addition, FDOT and CSXT have recently confirmed that SFRTA has liability that it originally assumed was included in the FDOT/CSXT transaction which may result in additional costs to the agency.

Therefore, we now know that those original assumptions of financial impacts on CSX were not accurate and that the financial impacts are far less than originally represented by CSX, meaning there is no financial justification for the State to make concessions to CSX of the kind being discussed.

Finally, DOT has indicated its intention to transfer responsibility for maintenance and dispatching under this Agreement to the RTA. However, to date DOT has made no commitment of funding to the RTA to pay for these services beyond what is necessary in the short-term for the New River Bridge.

In fact, just the opposite has occurred. DOT officials have advised me that it is DOT's intention to reduce and eventually cease its contribution of funds to our operations. Yet, we would be left with the financial obligations now being negotiated by FDOT with CSX.

At this point in time, I cannot recommend that the Board support this agreement if only because it compromises this agency's ability to expand service in the future in response to public demand.

Also, without a commitment from FDOT to fund the financial obligations it apparently is willing to accept to obtain a deal with CSX, it would not be in our best interests to tell FDOT that the RTA is willing to support the terms of this agreement and ultimately accept responsibility for maintenance and dispatching of the corridor.

Mr. Giulietti asked if there were any questions from the Board.

Mayor Eggelton asked about the legal impediment for a "shade meeting" with the Board.

Ms. Teresa Moore, General Counsel, SFRTA responded that the primary exempt reason according the "Sunshine Law" is when litigation has been filed against the agency. This is not the case for SFRTA and there are no other exemptions that would apply to allow SFRTA to conduct a "shade meeting."

Mayor Eggelton requested an opinion from the Attorney General in regards to this circumstance.

Commissioner Koons inquired as to the Non-Disclosure Agreements.

Ms. Moore responded that the Agreement only allows Mr. Giulietti to discuss issues with the Phase B negotiations on a one-to-one basis. Ms. Moore explained that Mr. Giulietti is able to

discuss Phase B negotiation issues that are no longer under non-disclosure with the Board Members. However, the Board must meet as a whole for any action to take place.

Commissioner Koons inquired if the Governor has given an opinion on the Phase B negotiations between FDOT and CSXT.

Mr. Giulietti stated that he has not had an audience with the Governor and an opinion has not been given on the Phase B negotiations. Mr. Giulietti stated that he has discussed the Phase B negotiations with the Chair, and the Chair has expressed that he would set a meeting with the Governor.

Board Member Cummings stated his experiences and opinions with CSXT. In regards to price per car mile, he explained that this could be devastating to SFRTA. Mr. Cummings inquired as to how many car miles CSXT runs per year.

Mr. Giulietti responded that CSXT is running approximately 13 million car miles per year. He clarified that CSXT has been paying monthly and paying 50% of the maintenance and dispatch costs of the South Florida Rail Corridor (SFRC). Under the new terms of the Agreement, CSXT does not want to pay monthly or split the actual cost. CSXT wants everything reduced to a per car mile charge.

Board Member Cummings stated that negotiation delays are due to labor discussions between the parties. Not only are labor cost an issue and the cost per mile, but if the SFRTA is asked to fund this, the costs will go back to the counties and if the counties do not fund this the SFRTA will shut down. "This is a travesty in the making. It is government at its worst." He questioned why would the most rapidly growing mass transit system in the country be allowed to be saddled with these costs? He stated that if the Board does not have an opportunity to get involved with these negotiations, then he suggested that the Board get involved with litigation to force SFRTA into the negotiations between FDOT and CSXT.

Mr. Giulietti stated that at the advice of General Counsel, he can not discuss 13C related issues because it is still under the Confidentiality Agreement. Mr. Fred Wise, FDOT Rail Office Manager is the negotiator for the State of Florida and has stated that the FDOT would not go forward with an Agreement without approval from the SFRTA Board. However, if this agreement between FDOT and CSXT happens then SFRTA would have to try to break the agreement in principal in order to change any agreements therein. He explained that this could not wait till the next Board meeting.

Board Member Horenburger inquired as to SFRTA's liability.

Mr. Giulietti stated negotiations have taken place based on certain assumptions regarding financial impacts that CSXT would experience when turning over the maintenance and dispatching of the corridor to the State. The SFRTA Board was advised on some of those impacts by special counsel in a presentation. The estimates provided at that time were based on information provided to FDOT by CSXT. It has since been found that those assumptions are not

correct. Mr. Giulietti stated that two FDOT District Secretaries did come forward to express that FDOT did not want to be funding operations.

Mayor Eggelletion inquired about the sovereign immunity of the government.

Ms. Moore responded that at this time, the SFRTA does not have standing for a lawsuit. The next step would be for FDOT and CSXT to execute an agreement and request the Agency to assume these responsibilities pursuant to a Joint Participation Agreement (JPA). At that point the Agency can agree or disagree. At this moment there is not a basis for a lawsuit.

Mayor Eggelletion asked if the SFRTA has the ability to sue FDOT.

Ms. Moore responded that FDOT is protected under certain circumstances.

Mayor Eggelletion requested an opinion under what circumstances FDOT can be sued and/or if they have sovereign immunity. The Mayor also inquired if a private citizen can sue FDOT if they are not protected under sovereign immunity. The Mayor stated that the second Tri-County meeting is scheduled for Broward County and that he plans to put this FDOT and CSXT issue on the agenda for the Tri-County Board to send a clear message to FDOT and the Governor that the SFRTA is not going to assume that kind of cost. The Mayor recommends that Mr. Giulietti and the Chair meet with the Governor immediately and advise the Governor as to where SFRTA stands and the impact to the three counties.

Board Member Martinez inquired as to Mr. Giulietti's part in the negotiations and if it would be beneficial to talk to someone in Tallahassee to include Mr. Giulietti in the all aspects of the negotiations.

Mr. Giulietti responded that his part in negotiations has only been in the operating windows with CSXT. The original intent, as requested by Mr. Martinez and FDOT was that Mr. Giulietti and Mr. Spitulnik to be included in the negotiations with CSXT. Since then, a change in the request by FDOT was made to not include Mr. Giulietti and Mr. Spitulnik in any discussions. There is a small window of opportunity to be included in the discussions, prior to an agreement in principal being drawn up. Mr. Giulietti added that the former Governor's administration had tied the SFRTA, FDOT and CSXT negotiations to the Orlando negotiations with FDOT and CSXT.

Board Member Morgan commented that CSXT has blocked SFRTA from taking over the maintenance and dispatch of this corridor. It appears that CSXT is in a position to profit from the negotiation or force the issue while continuing dispatch operation of the corridor.

Board Member Horenburger stated that SFRTA and Orlando need to pull together as a statewide transit organization and send a single message to Tallahassee.

*Board Member Neisen Kasdin signed off at 10:25am*

Commissioner Koons inquired into the Orlando deal between FDOT and CSXT.

Mr. Giulietti responded that the original SFRTA deal was a 50/50 split between the counties and the state with no time limits. The Orlando deal calls for FDOT to pay 100% of the operations for seven years and then to turn it over to the counties. What was expressed to the former SFRTA Chair and what SFRTA was put on notice about was that FDOT felt that the seven years in Orlando was equivalent to paying 50% for 14 years in South Florida. FDOT does not want to be in the business of funding operations going forward so therefore, FDOT wanted to hear what SFRTA's plan is for absorbing the operating costs.

Board Member Cummings inquired of General Counsel regarding the ability of a citizen to sue FDOT.

Ms. Moore responded that the Board will have an answer on that question by next week.

Board Member Cummings inquired of the OMAPA Agreement and what is SFRTA's share.

Board Member Morgan suggested that a member of the SFRTA Board, perhaps the Chair and one or more Board Members, arrange an emergency meeting with the Governor and/or the Secretary of Transportation, in order to reasonably express these concerns and become proactive on the negotiations issue.

Board Member Martinez recommended following Mr. Morgan's advice.

Mayor Eggelton inquired as to if General Counsel and County attorneys can participate in the negotiations with CSXT.

Mr. Giulietti informed the Board that a meeting has been scheduled with the Interim Secretary of Transportation, Stephanie Kopelousos to discuss the issues related to the Phase B Negotiation. Mr. Giulietti stated that the main focus has been to get control of the dispatch and go to Phase B. Mr. Giulietti announced that the Chair is also meeting with the Governor to understand where the current administration is on this issue.

Board Member Horenburger added that the State needs to understand that without a dedicated funding source and even if the counties fully fund the SFRTA, the SFRTA is in a poor position to draw down federal funding.

The Chair clarified the steps needed:

- 1- Get an appointment with the Governor immediately.
- 2- Get the opinion of the Attorney General in reference to "shade meetings."
- 3- Research the lawsuit issue.

Ms. Moore stated that on the subject of the law suit, it is understood that FDOT/CSXT may execute an agreement prior to the next Board meeting. Ms. Moore asked if

the Board would want to delegate authority to the Chair to make a decision on going forward, based on the agreement.

**Board Member Marie Horenburger moved to delegate authority to the Chair to consult with the attorney, including litigation, in matters pertaining to the FDOT/CSXT issue. The motion was seconded by Mayor Josephus Eggelletion.**

**The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.**

<b>REGULAR AGENDA</b>
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Those matters included under the Regular Agenda differ from the Consent Agenda in that items will be voted on individually. In addition, presentations will be made on each motion, if so desired.
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**R1. MOTION TO APPROVE:** Agreement No. 06-113, between the South Florida Regional Transportation Authority (SFRTA) and Bombardier Mass Transit Corporation (Bombardier), for the Maintenance of SFRTA's Commuter Rail Fleet, for a period of seven (7) years, in the not-to-exceed amount of \$83,516,007, with one (1) three (3) year option period in the not-to-exceed amount of \$38,971,786.

**Board Member Marie Horenburger moved for approval. The motion was seconded by Board Member Jim Cummings.**

**The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.**

**R2. MOTION TO APPROVE:** The South Florida Regional Transportation Authority (SFRTA) Schedule Change to begin on or about April 30<sup>th</sup>, 2007.

Board Member Cummings inquired as to the public's request for an earlier train.

Mr. Giulietti responded that the trains were polled and adjustments were made to the schedule to include the 4:00 a.m. train along with the 4:40 a.m. and 5:30 a.m. trains.

**Board Member Jim Cummings moved for approval. The motion was seconded by Board Member John Martinez.**

**The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.**

**R3. (A) MOTION TO APPROVE:** Agreement No. 06-116, between the South Florida Regional Transportation Authority (SFRTA) and Therma Seal Roof Systems, Inc. to provide services for the replacement of the Hialeah Yard Engine House Roof in the amount of Two Hundred Seventy Three Thousand and no/100 Dollars (\$273,000.00).

**(B) MOTION TO APPROVE:** Delegation of Board authority to the Executive Director or his appointed delegatee for approval of Change Orders for Agreement No. 06-116 in the not-to-exceed amount of \$100,000.

**Board Member Jim Cummings moved for approval of motions “A” and “B”. The motion was seconded by Board Member John Martinez.**

**Mayor Eggelton expressed his support for the item and requested to amend Part “B” which is for the Executive Director to report back to the Board with the Change Order and the amount of that Change Order.**

**The Chair called for further discussion and/or opposition to the motions.**

**Board Member Bill Smith voted against Agenda Item R3 Part “B.”**

**Upon hearing that, the Chair declared that the motion to Part “A” carried unanimously and the motion to Part “B” carried, as amended.**

**R4. MOTION TO APPROVE:** Second Amendment to Agreement No. 04-100, between the South Florida Regional Transportation Authority (SFRTA) and Meridian Management Corporation, to increase the compensation amount by \$500,000, resulting in a total maximum not-to-exceed amount of \$4,288,215 for the initial three (3) year term.

**Board Member John Martinez moved for approval. The motion was seconded by Board Member Jim Cummings.**

**The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.**

*Mr. Joseph Giuliatti, SFRTA Executive Director, exited the meeting at 10:45 a.m. due to a family emergency.*



*Mr. Jack Stephens, SFRTA Executive Deputy Director, stepped up to the dais in Mr. Giulietti's place.*

**R5. MOTION TO APPROVE:** Exercising the second of four (4) one (1) year renewal options to Agreement No. 04-718, between the South Florida Regional Transportation Authority (SFRTA) and Digital Printing Systems for Ticket Stock for Ticket Vending Machines in the maximum not-to-exceed amount of \$38,200.

**Commissioner Jeff Koons moved for approval. The motion was seconded by Board Member Jim Cummings.**

**The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.**

**R6. MOTION TO AUTHORIZE:** the Executive Director to approve all procurements necessary to accomplish facility improvements to the SFRTA Headquarters, per the attached Exhibits 1 and 2, for a not-to-exceed amount of \$1,000,000.

**Commissioner Jeff Koons moved for approval. The motion was seconded by Board Member Marie Horenburger.**

Board Member Morgan clarified that this item is for improvements to the current facility to fortify the building in the event of an emergency. It is noted that this is a lease facility and some improvements may be lost if SFRTA should move elsewhere.

Mr. Stephens responded that funds are being sought through Homeland Security, FEMA and other agencies to fund these improvements. Mr. Stephens stated that most of these improvements are transportable in the event of moving.

Board Member Bill Smith commented on the substantial amount of monies to be spent.

**The Chair called for further discussion and/or opposition to the motion.**

**Board Member Bill Smith voted against.**

**Upon hearing that, the Chair declared the motion carried.**

**R7. MOTION TO APPROVE:** Amendment to the South Florida Regional Transportation Authority's (SFRTA) FY 2006-2007 Operating Budget, increasing Train Operations by \$1,386,000. The total budget for FY 2006-2007 increases to \$49,785,460 (see Exhibit 1).

**Board Member Marie Horenburger moved for approval. The motion was seconded by Board Member Jim Cummings.**

**The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.**

**R8. (A) MOTION TO APPROVE:** The Request for Proposals (RFP) No .07-516 for General Counsel Legal Services.

**(B) MOTION TO APPROVE:** The composition of an Evaluation/Selection Subcommittee. The Evaluation/Selection Subcommittee will be comprised of the following staff members for the evaluation and short-listing of proposals submitted pursuant to RFP No. 07-516 for General Counsel Legal Services.

**Board Member Marie Horenburger moved for approval of motions “A” and “B”. The motion was seconded by Commissioner Koons.**

Board Member Morgan suggested that one or more Board Members participate in the selection committee, particularly an attorney.

Board Member Cummings commented that if Board Member Kasdin were to be on the committee, this would not permit his firm to submit a proposal. Board Member Cummings stated that it is mandated that the SFRTA send out a Request for Proposal (RFP). The existing firm has done an exceptional job and advises against changing attorneys.

Board Member Horenburger concurred with Board Member Cummings.

Commissioner Koons stated that selection committees have been staffed with fair, open and honest members. Once a Board Member is placed on the committee, it becomes too complicated.

Board Member Martinez agreed with Commissioner Koons in principal and inquired if the process allowed for a Board Member to be involved in the technical selection and still sit on the Board and vote?

Mr. Jeff Olson, Staff Counsel, SFRTA, clarified that there is nothing in the SFRTA Procurement Code that would preclude a Board Member from sitting on a technical selection committee and voting on the Board item. Mr. Olson clarified that a scoring method will be used to identify the most qualified firms and these firms will be submitted to the Board for final ranking and approval.

Board Member Morgan withdrew his suggestion.

**The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.**

**R9. MOTION TO APPROVE:** Voluntary Regional Transportation Mitigation Agreement between Broward County, City of Hallandale Beach, South Florida Regional Transportation Authority (SFRTA) and Village At Gulfstream Park, LLC.

**Mayor Josephus Eggelletion moved for approval. The motion was seconded by Board Member Jim Cummings.**

There was Board discussion regarding the application of the \$3 million towards a new station or for the SFRTA to waive claim and remit the funds to Broward County Transit (BCT) for express bus service.

Ms. Moore clarified that the Agreement states, if a station is placed into the TRIP program within two years, following the execution of the agreement, then the money would go to the SFRTA for the construction of that station. Failing that occurring, the money goes to (BCT) to be used for the particular items in the development order. It is at the Boards discretion to waive the rights to the money or to allow the time to lapse.

**Board Member Jim Cummings amended the motion to waive claim to the \$3 million dollars with the stipulation that BCT provide express bus service, and release the funds to Broward County Transit (BCT) for this specific purpose.**

**Board Member Horenburger motioned for staff to draft a letter to FDOT, the three counties and the Regional Planning Council's to indicate that the SFRTA be included and notified if the SFRTA is to be included in any Developments Regional Impact (DRI), and to include that the SFRTA will send notice to waive claim to the \$3 million dollars. The motion was seconded by Commissioner Jeff Koons.**

**The Chair called for further discussion and/or opposition to the motion as amended. Upon hearing none, the Chair declared the motion carried unanimously, as amended.**

**R10. MOTION TO APPROVE:** Modification of Purchase Order No. 05-000196 ("PO") between South Florida Regional Transportation Authority ("SFRTA") and Greenberg Traurig, P.A. ("GT") for additional services under Agreement No. 02-710, for the Mangonia Park Station to increase the PO amount by a not-to-exceed amount of \$20,000.

**Commissioner Jeff Koons moved for approval. The motion was seconded by Board Member Jim Cummings.**

Board discussion took place regarding the Mangonia Park Lease and legal services.

**The Chair called for further discussion and/or opposition to the motion.**

**Board Member Smith voted against.**

**Upon hearing that, the Chair declared the motion carried.**

Ms. Moore stated that pursuant to the changes to bylaws, the Chair delegated several property issues back to the Property Committee and in the confusion, no vote was taken on the Mangonia Park Lease.

The Chair requested of the Property Committee to return to the Board in 60 days for ratification.

**Board Member Jim Cummings moved for approval. The motions was seconded by Board Member Marie Horenburger.**

**The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.**

*Board Member John Martinez exited the meeting at 11:22 a.m.*

**R11. MOTION TO APPROVE:** Delegation by the Board to the Property Committee to address specific projects and/or specific property issues, as determined by the Board.

Board discussion took place on several property items.

**Board Member Marie Horenburger moved to amend Items #10 and #11 to return to the Property Committee until a specific action is recommended and for approval of the Agenda Item. The motion was seconded by Board Member Jim Cummings.**

**The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.**

*Board Member Bill Smith exited the meeting at 11:35 a.m.*

## COMMITTEE REPORTS / MINUTES

Action not required, provided for information purposes only. If discussion is desired by any Board Member, however, that item may be considered separately.

### A. PROPERTY COMMITTEE

The Property Committee Chair reported that discussions with the developer of Cypress Creek are ongoing. The Committee is hopeful that a proposal will be made at the next Committee meeting and will be presented before the Board. An unsolicited offer for the property around the Boca Raton Station has come from a company, OPUS South. Communications are taking place and a proposal is expected within next week to be presented to the Property Committee and ultimately to the Board.

### B. CONSTRUCTION OVERSIGHT COMMITTEE

### C. PLANNING TECHNICAL ADVISORY COMMITTEE

### D. MARKETING COMMITTEE

### E. OPERATIONS TECHNICAL COMMITTEE

### F. CITIZENS ADVISORY COMMITTEE

### G. AUDIT COMMITTEE

### H. LEGISLATIVE COMMITTEE

### I. ADVISORY COMMITTEE FOR PERSONS WITH DISABILITIES

## INFORMATION / PRESENTATION ITEMS

Action not required, provided for information purposes only. If discussion is desired by any Board Member, however, that item may be considered separately.

### I-1– PRESENTATION– Downtown Transit Circulator

Mr. John Lafferty, Consultant with Parsons Brinkerhoff, gave a PowerPoint presentation to the Board on the Ft. Lauderdale Downtown Transit Circulator.

## MONTHLY REPORTS

Action not required, provided for information purposes only. If discussion is desired by any Board Member, however, that item may be considered separately.

- A. ENGINEERING & CONSTRUCTION MONTHLY PROGRESS REPORTS – February
- B. RIDERSHIP GRAPHS – February
- C. ON-TIME PERFORMANCE GRAPHS – February
- D. MARKETING MONTHLY SUMMARY – February
- E. BUDGETED INCOME STATEMENT – February
- F. PAYMENTS OVER \$2,500.00 – February
- G. REVENUE AND FARE EVASION REPORTS - February
- H. SOLICITATION SCHEDULE – February
- I. CONTRACT ACTIONS EXECUTED UNDER THE EXECUTIVE DIRECTOR'S AUTHORITY - February
- J. CONTRACT ACTIONS EXECUTED UNDER THE CONSTRUCTION OVERSIGHT COMMITTEE – February

#### **OTHER BUSINESS**

##### 1. State Legislative Update

Mr. Dave Ericks, Legislative Consultant for SFRTA addressed the Board. He informed that the Exemption Bill had passed the House and is being held up in the Senate. It is due back up on Tuesday and Geller's Bill is due back up on Thursday. The good news is the SFRTA Bills are in play. The Dedicated Funding Bill is not being heard in either house, if there is a consensus, it will be an amendment on another Bill.

#### **EXECUTIVE DIRECTOR REPORTS/COMMENTS**

#### **LEGAL COUNSEL COMMENTS**

#### **CHAIR COMMENTS**

The Chair revisited the Strategic Planning Retreat and directed staff to poll for dates and that a local facility will be chosen for the retreat.

#### **BOARD MEMBER COMMENTS**

#### **ADJOURNMENT**

There being no further business, the meeting adjourned at 12:07 p.m.

Tracking No. \_\_\_\_\_

AGENDA ITEM NO.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
GOVERNING BOARD MEETING: APRIL 27, 2007

AGENDA ITEM REPORT

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☐ Consent    ☒ Regular    ☐ Public Hearing

SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT NO. 2  
FOR FUNDING FOR MAINTENANCE AND INSPECTION OF THE  
NEW RIVER BRIDGE CORRIDOR

REQUESTED ACTION:

MOTION TO APPROVE: Supplemental Joint Participation Agreement (JPA) No.2, between the South Florida Regional Transportation Authority and the Florida Department of Transportation (FDOT), for funding of Maintenance and Inspection associated with the New River Bridge for the remainder of the current fiscal year, increasing the amount of the existing JPA by \$440,000.00, for a revised total JPA amount of \$1,826,000.00.

SUMMARY EXPLANATION AND BACKGROUND:

On September 22, 2006, the Governing Board approved a JPA with FDOT to provide funding for Maintenance, Inspection, and Dispatching Services associated with the New River Bridge Carve Out in the amount of \$1,300,000.

On January 26, 2007, the Governing Board approved Supplemental No.1 for the additional cost of dispatching passenger trains over the New River Bridge Corridor in the amount of \$86,000.00.

In order to replace funds which were needed to award and execute SFRTA's dispatching agreement, approval of Supplemental No.2 for an additional \$440,000.00 is required to fund the cost of maintenance and inspection of the New River Bridge Corridor through the remainder of this fiscal year.

FISCAL IMPACT: This Agreement (including all Supplementals) will fund \$1,826,000.00 of the cost of Maintenance, Inspection and Dispatching Services for the New River Bridge Corridor.

Department: Engineering and Construction  
Project Manager: Daniel R. Mazza, P.E.

Department Director: Daniel R. Mazza, P.E.  
Procurement Director: Christopher Bross

EXHIBITS ATTACHED:    [Exhibit 1 – Supplemental Joint Participation Agreement No.2](#)

Tracking No. \_\_\_\_\_  
Page 2

AGENDA ITEM NO.

SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT NO. 2  
FOR FUNDING FOR MAINTENANCE AND INSPECTION OF THE  
NEW RIVER BRIDGE CORRIDOR

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Recommended by: Daniel Mays 4/18/07 Approved by: CE-3 4/18/07  
Department Director Date Procurement Director Date

Authorized by: [Signature] 4/18/07 Approved as to Form by: \_\_\_\_\_  
Executive Director Date General Counsel Date

Board Action:

Approved: \_\_\_\_\_ Yes \_\_\_\_\_ No

Vote: \_\_\_\_\_ Unanimous

Amended Motion:

Commissioner Bruno Barreiro \_\_\_\_\_ Yes \_\_\_\_\_ No  
Mayor Josephus Eggelletion \_\_\_\_\_ Yes \_\_\_\_\_ No  
Neisen Kasdin \_\_\_\_\_ Yes \_\_\_\_\_ No  
John Martinez \_\_\_\_\_ Yes \_\_\_\_\_ No  
Bill T. Smith \_\_\_\_\_ Yes \_\_\_\_\_ No

James A .Cummings \_\_\_\_\_ Yes \_\_\_\_\_ No  
Marie Horenburger \_\_\_\_\_ Yes \_\_\_\_\_ No  
Commissioner Jeff Koons \_\_\_\_\_ Yes \_\_\_\_\_ No  
George A. Morgan, Jr. \_\_\_\_\_ Yes \_\_\_\_\_ No



Tracking No. \_\_\_\_\_

AGENDA ITEM NO.

Page 2

SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT NO. 2  
FOR FUNDING FOR MAINTENANCE AND INSPECTION OF THE  
NEW RIVER BRIDGE CORRIDOR

Recommended by: \_\_\_\_\_  
    Department Director      Date

Approved by: \_\_\_\_\_  
    Procurement Director      Date

Authorized by: \_\_\_\_\_  
    Executive Director      Date

Approved as to Form by:  4/17/07  
    General Counsel      Date

Board Action:

Approved: \_\_\_\_\_ Yes      \_\_\_\_\_ No

Vote: \_\_\_\_\_ Unanimous

Amended Motion:

Commissioner Bruno Barreiro      \_\_\_\_\_ Yes      \_\_\_\_\_ No

Mayor Josephus Eggellcton      \_\_\_\_\_ Yes      \_\_\_\_\_ No

Neisen Kasdin      \_\_\_\_\_ Yes      \_\_\_\_\_ No

John Martinez      \_\_\_\_\_ Yes      \_\_\_\_\_ No

Bill T. Smith      \_\_\_\_\_ Yes      \_\_\_\_\_ No

James A. Cummings      \_\_\_\_\_ Yes      \_\_\_\_\_ No

Marie Horenburger      \_\_\_\_\_ Yes      \_\_\_\_\_ No

Commissioner Jeff Koons      \_\_\_\_\_ Yes      \_\_\_\_\_ No

George A. Morgan, Jr.      \_\_\_\_\_ Yes      \_\_\_\_\_ No

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT**  
**Number 2**

725-030-07  
PUBLIC TRANSPORTATION  
07/02  
Page 1 of 4

Financial Project No.: <u>42007918401</u> <small>(item-segment-phase-sequence)</small>	Fund: <u>DS</u> Function: <u>215</u> Federal No.: <u>N/A</u>	FLAIR Approp.: <u>088808</u> FLAIR Obj.: <u>750021</u> Org. Code: <u>55042010432</u> Vendor No.: <u>VF 650002789001</u>
Contract No.: <u>AOM88</u>		Catalog of State Financial Assistance Number: <u>55021</u>
Catalog of Federal Domestic Assistance Number: <u>N/A</u>		

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and South Florida Regional Transportation Authority  
800 NW 33rd Street, Suite 100 Pompano Beach, Florida 33065  
hereinafter referred to as Agency.

WITNESSETH:

WHEREAS, the Department and the Agency heretofore on the 28th day of November, 2006, entered into a Joint Participation Agreement; and

WHEREAS, the Agency desires to accomplish certain project items as outlined in the Attachment "A" appended hereto; and

WHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment "A" for a total Department Share of \$1,826,000.00

NOW, THEREFORE THIS INDENTURE WITNESSETH: that for and in consideration of the mutual benefits to flow from each to the other, the parties hereto agree that the above described Joint Participation Agreement is to be amended and supplemented as follows:

**1.00 Project Description:** The project description is amended  
To provide additional funding for maintenance of the New River Bridge.

**2.00 Project Cost:**

Paragraph 3.00 of said Agreement is increased by \$440,000.00  
bringing the revised total cost of the project to \$ 1,826,000.00

Paragraph 4.00 of said Agreement is increased by \$440,000.00  
bringing the Department's revised total cost of the project to \$ 1,826,000.00

**3.00 Amended Exhibits:**

Exhibit(s) B of said Agreement is amended by Attachment "A".

**4.00 Contract Time:**

Paragraph 18.00 of said Agreement

Financial Project No. 42007918401

Contract No. AOM88

Agreement Date \_\_\_\_\_

Except as hereby modified, amended or changed, all other terms of said Agreement dated November 28th 2006 and any subsequent supplements shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

AGENCY

South Florida Regional Transportation Authority  
AGENCY NAME

\_\_\_\_\_  
SIGNATORY (PRINTED OR TYPED)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

FDOT

See attached Encumbrance Form for date of Funding  
Approval by Comptroller

\_\_\_\_\_  
LEGAL REVIEW  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
TITLE

Financial Project No. 42007918401

Contract No. AOM88

Agreement Date \_\_\_\_\_

**ATTACHMENT "A"**  
**SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT**

This Attachment forms an integral part of that certain Supplemental Joint Participation Agreement between the State of Florida, Department of Transportation and South Florida Regional Transportation Authority  
800 NW 33rd Street, Suite 100 Pompano Beach, Florida 33065  
dated \_\_\_\_\_.

**DESCRIPTION OF SUPPLEMENT (Include justification for cost change):**

Additional funding for maintenance of the New River Bridge.

I. Project Cost:	As Approved	As Amended	Net
	\$1,386,000.00	\$1,826,000.00	\$440,000.00
Total Project Cost	\$1,386,000.00	\$1,826,000.00	\$440,000.00
I. Fund	As Approved	As Amended	Net
Department:	\$1,386,000.00	\$1,826,000.00	\$440,000.00
Agency:	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
Total Project Cost	\$1,386,000.00	\$1,826,000.00	\$440,000.00

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Comments:

III. MULTI-YEAR OR PREQUALIFIED PROJECT FUNDING

If a project is a multi-year or prequalified project subject to paragraphs 4.10 and 17.20 of this agreement, funds are programmed in the Department's Work program in the following fiscal year(s):

FY	\$0.00	FY	\$0.00
FY	\$0.00	FY	\$0.00
FY	\$0.00	FY	\$0.00
FY	\$0.00	FY	\$0.00
FY	\$0.00	FY	\$0.00
FY	\$0.00	FY	\$0.00
FY	\$0.00	FY	\$0.00
FY	\$0.00	FY	\$0.00
FY	\$0.00	FY	\$0.00
FY	\$0.00	FY	\$0.00

Project years may be advanced or deferred subject to Legislative appropriation or availability of funds.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
GOVERNING BOARD MEETING: APRIL 27, 2007

AGENDA ITEM REPORT

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☐ Consent    ☒ Regular    ☐ Public Hearing

I-95 EXPRESS MANAGED LANES

REQUESTED ACTION:

MOTION TO APPROVE: Letter of Support for 95 Express Pilot Project.

SUMMARY EXPLANATION AND BACKGROUND:

The Florida Department of Transportation (FDOT) is applying for federal funding from the United States Department of Transportation (USDOT) Urban Partnership Agreement (UPA) program to assist in implementation of their proposed “95 Express” pilot project. 95 Express is a pilot project that would replace the existing High Occupancy Vehicle (HOV) lanes on I-95, from I-595 (Fort Lauderdale) to I-395 (downtown Miami), with “Managed Lanes.” To meet UPA objectives of managing traffic congestion in major population centers, the 95 Express managed lanes will include:

- Tolling
- Transit (Bus Rapid Transit)
- Technology (Intelligent Transportation Systems (ITS))
- Telecommuting

Managed Lanes are express toll lanes separated from regular traffic lanes. The 95 Express Project anticipates providing two managed lanes per direction south of Golden Glades interchange area and one lane per direction to the north. Express buses, vanpools, registered carpools, and emergency vehicles can use the lanes for free. All other vehicles may use the managed lanes for a toll that fluctuates during the day (congestion pricing) to ensure a 50 mph speed is maintained.

(Continued on Page 2)

Department: Planning & Capital Development  
Project Manager: William L. Cross, P.E.

Department Director: Daniel R. Mazza, P.E.  
Contracts Director: Chris Bross

FISCAL IMPACT: N/A

EXHIBITS ATTACHED:    [Exhibit 1 - 95 Express Frequently Asked Questions brochure](#)  
                                      [Exhibit 2 - Draft Letter of Support](#)

I-95 EXPRESS MANAGED LANES

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SUMMARY EXPLANATION AND BACKGROUND (Continued)

95 Express will generate a substantial revenue stream that will support project costs and potentially fund regional transit.

FDOT District Six has requested a letter of support (Exhibit 2) from the South Florida Regional Transportation Authority (SFRTA) to submit with their UPA application to USDOT due April 30, 2007.



I-95 EXPRESS MANAGED LANES

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Recommended by: Daniel Mezger 4/18/07      Approved by: Cliff 4/18/07  
Department Director      Date      Procurement Director      Date

Authorized by: [Signature] 4/18/07      Approved as to Form by: \_\_\_\_\_  
Executive Director      Date      General Counsel      Date

Board Action:

Approved: \_\_\_\_\_ Yes      \_\_\_\_\_ No

Vote: \_\_\_\_\_ Unanimous

Amended Motion:

Commissioner Bruno Barreiro      \_\_\_\_\_ Yes      \_\_\_\_\_ No

James A. Cummings      \_\_\_\_\_ Yes      \_\_\_\_\_ No

Commissioner Josephus Eggleston      \_\_\_\_\_ Yes      \_\_\_\_\_ No

Marie Horenburger      \_\_\_\_\_ Yes      \_\_\_\_\_ No

Neisen Kasdin      \_\_\_\_\_ Yes      \_\_\_\_\_ No

Commissioner Jeff Koons      \_\_\_\_\_ Yes      \_\_\_\_\_ No

John Martinez      \_\_\_\_\_ Yes      \_\_\_\_\_ No

George A. Morgan, Jr.      \_\_\_\_\_ Yes      \_\_\_\_\_ No

Bill T. Smith      \_\_\_\_\_ Yes      \_\_\_\_\_ No

Tracking No. \_\_\_\_\_  
Page 3

AGENDA ITEM NO.

I-95 EXPRESS MANAGED LANES

Recommended by: \_\_\_\_\_  
Department Director Date

Approved by: \_\_\_\_\_  
Procurement Director Date

Authorized by: \_\_\_\_\_  
Executive Director Date

Approved as to Form by:  4/13/07  
General Counsel Date

Board Action:

Approved: \_\_\_\_ Yes \_\_\_\_ No

Vote: \_\_\_\_ Unanimous

Amended Motion:

Commissioner Bruno Barreiro \_\_\_\_ Yes \_\_\_\_ No

Commissioner Jeff Koons \_\_\_\_ Yes \_\_\_\_ No

James A. Cummings \_\_\_\_ Yes \_\_\_\_ No

John Martinez \_\_\_\_ Yes \_\_\_\_ No

Commissioner Josephus Eggelation \_\_\_\_ Yes \_\_\_\_ No

George A. Morgan, Jr. \_\_\_\_ Yes \_\_\_\_ No

Marie Horenburger \_\_\_\_ Yes \_\_\_\_ No

Bill T. Smith \_\_\_\_ Yes \_\_\_\_ No

Neisen Kasdin \_\_\_\_ Yes \_\_\_\_ No

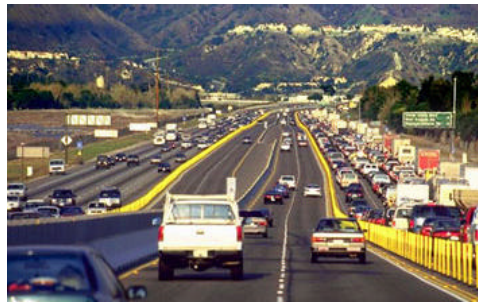


# *95 Express*

## Managed Lanes Pilot Program



## FREQUENTLY ASKED QUESTIONS



### INTRODUCTION

It's no surprise to people who regularly drive on I-95 that South Florida has some of the worst traffic congestion in the country – they experience it firsthand. Now the Florida Department of Transportation (FDOT) is planning to significantly reduce that congestion by introducing Managed Lanes with Bus Rapid Transit service on I-95, from I-395 in downtown Miami to I-595 in Broward County.

The Managed Lanes of the pilot project, **95 Express**, will carry twice as many vehicles during rush hour traffic as the regular lanes and reduce by half the time it takes for existing express bus service from the Golden Glades Interchange to downtown Miami.

The FDOT is applying for federal funding from the USDOT Urban Partnership Agreement (UPA) program to assist in implementing the **95 Express**. The pilot project meets UPA objectives of managing traffic congestion in major population centers by incorporating the **Four T's**:

- **Tolling**
- **Transit (Bus Rapid Transit)**
- **Technology (Intelligent Transportation Systems)**
- **Telecommuting**

Unlike the major effort envisioned in a previous FDOT study for managed lanes on I-95, **95 Express** will require very little construction, which means it can become operational relatively quickly and without enormous cost.

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## What are Managed Lanes?

Managed Lanes are express toll lanes, separated from regular traffic lanes that express buses can use for free. Drivers can choose to use them when their time is more valuable than the toll they might pay. Tolls in the Managed Lanes will fluctuate in order to keep vehicles moving at 50 miles per hour.

## What are the benefits of Managed Lanes?

Managed Lanes provide a new choice for consistent and dependable travel conditions during rush hour. South of the Golden Glades Interchange, I-95 carries over 290,000 vehicles per day, with traffic volumes expected to exceed 360,000 vehicles per day by year 2030. It is cost prohibitive to widen the corridor, so congestion management strategies must be explored. The **95 Express** will provide roughly three lanes of additional capacity in each direction on I-95 without widening the highway at all.

## What is the need for this project?

I-95 between Miami and Fort Lauderdale is one of the most heavily traveled highways in the nation. Its HOV lanes no longer provide much of a time savings over general travel lanes south of the Golden Glades. Lanes of **95 Express** will maintain an average speed of 50 miles per hour, at the same time alleviating traffic congestion on the general use lanes.

## Why do we need this now?

New census data ranks South Florida as one of the top ten metro areas for population growth in the nation over the last six years. With employment and population estimated to grow more than 30% by 2025, South Florida will continue to face challenges from traffic congestion, particularly on I-95. Managed Lanes will provide increased capacity for travelers with enhanced express bus service, and will encourage more carpooling, particularly during peak travel periods.



## How will 95 Express benefit bus riders?

Express bus riders on I-95 account for 18% of travelers during peak periods. The **95 Express** will make Miami-Dade's transit service more reliable for its users at no extra charge. Currently, express buses operate every five minutes during peak periods from the Golden Glades Interchange to downtown Miami, with a travel

time of approximately 30 minutes, and there is great demand for this service. Managed Lanes will increase its frequency, in effect putting twice as many buses on the road and cutting travel times in half. Bus service across the county line will be seamless, eliminating the need for transfers. The result will mean improved travel conditions for motorists and transit users on I-95.

## Will all vehicles have to pay to use 95 Express?

Buses will use the lanes for free, as will emergency vehicles. Vanpools and *registered* carpools carrying three or more passengers can also use them without paying a toll.



## Where will the Managed Lanes of 95 Express be put into operation?

The system will run on I-95 from I-395 in downtown Miami all the way north to I-595 in Fort Lauderdale.

## Will there be a lot of construction on I-95 to accommodate the system?

There is no need to widen the highway to put **95 Express** into operation. To create a new lane in each direction, existing lanes and shoulders will be modified from 12 feet wide to 11 feet, with the exception of the outside lane which will stay at 12 feet to accommodate trucks. The new lane plus the existing HOV lane will be converted to Managed Lanes. The existing four regular travel lanes in each direction will remain. The only construction necessary will be to alter the bridges at I-195.

## How will vehicles using 95 Express be separated from traffic in the regular lanes?

The Managed Lanes of **95 Express** will be separated from regular lanes south of the Golden Glades Interchange by a barrier of plastic poles similar to those used for other facilities across the U.S.



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## How is the toll determined?

The amount is set by a system called **congestion pricing**. Computers monitor the lanes, so the price paid goes up or down depending on how much traffic is using them at that moment.

## If the price varies, how will drivers know how much it will cost to use 95 Express?

Electronic message boards similar to those already on I-95 will display the current toll being charged as well as real-time traffic information. With **congestion pricing**, the toll will be higher during peak periods when the lanes have a lot of vehicles in them, and lower during non-peak periods.



## What will the prices be?

The exact amount has yet to be determined but will be similar to what other Managed Lanes programs across the U.S. currently charge per mile, ranging from 15 cents during non-peak hours, to possibly \$1.00 during peak periods.

## Will there be toll booths?

There will be no stopping to pay at toll booths as **95 Express** will be SunPass compatible. All tolls will be paid by SunPass transponders, so all vehicles using **95 Express** must have them.



## How can vehicles access 95 Express?

The Managed Lanes of **95 Express** are express lanes, so they are meant to be used for longer trips. On I-95 between Miami and Fort Lauderdale there now five proposed entry/exit points:

- I-395
- Between NW 103 and 119 Streets
- Golden Glades
- Between Ives Dairy Road and Hallandale Beach Boulevard
- I-595

At those points there will be about 1000 feet of roadway with no poles forming a barrier, so vehicles will be able to enter or exit.

## Wouldn't it be better to widen I-95 so there wouldn't be a need for tolls?

That used to be the solution for reducing congestion, but

it wouldn't keep pace with South Florida's explosive growth. Further widening would encroach on existing neighborhoods and waste the millions already spent on noise-reduction walls and a pedestrian overpass. By 2025, when the population grows by nearly 30 percent, the roadway congestion would be even worse without another solution like **95 Express**.

## How can Managed Lanes reduce congestion on I-95?

Congestion pricing within the lanes limits the number of vehicles using them and keeps traffic moving at approximately 50 miles per hour. Not all drivers choose to use **95 Express** all the time. Meanwhile congestion in the regular lanes is reduced because some vehicles will choose to use the Managed Lanes.

## How much time will be saved by using 95 Express?

Trip time on I-95 from downtown Miami to Fort Lauderdale, or from downtown to the Golden Glades could be cut in half!

## Has this system been tried elsewhere, or is this just an experiment?

Near Los Angeles, Managed Lanes have been in use for ten years on highly congested State Road 91. San Diego and Houston, too, have converted HOV lanes to toll lanes, giving motorists the choice to use them when needed.

## Would drivers in South Florida be willing to pay to use 95 Express?

In Miami-Dade County, a study completed in 2005 asked that question of focus group participants who used HOV lanes, as well as those who drove single occupancy vehicles. Seventy-six percent of participants from both groups said they would use Managed Lanes at least some of the time.



## How much will this project cost?

Estimates for the pilot program vary from \$90 million to \$125 million, depending on whether there are one or two lanes in each direction on the Broward County portion of the roadway.

## How soon could 95 Express be in operation?

By early 2008 at least part of the system could be in place.

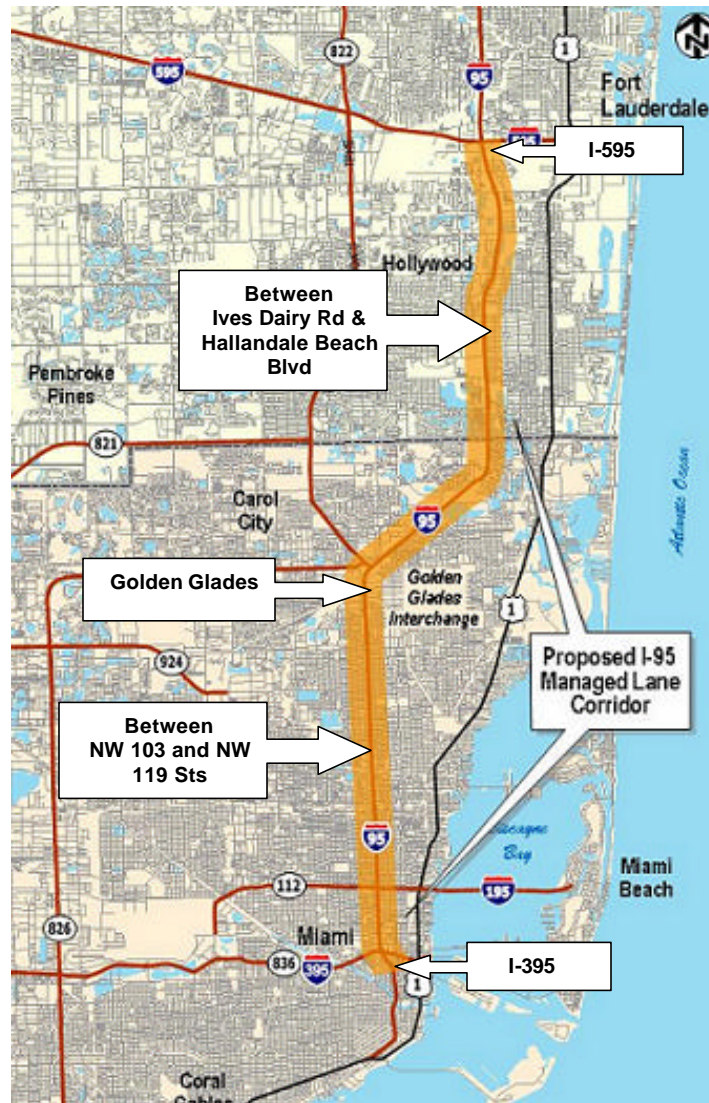
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# PROJECT SITE MAP

## Proposed entry/exit points



For further information on **95 Express**, please contact our Public Information Office at:

4141 NE 2<sup>nd</sup> Avenue, Suite 101D  
Miami, FL 33137  
305-573-4455

[info@communicatz.com](mailto:info@communicatz.com)

or visit our website at

[www.95express.com](http://www.95express.com)

**95 Express** is all about giving people  
*the option to save time!*

---

DRAFT

John Martinez  
Secretary, District 6  
Florida Department of Transportation  
1000 NW 111<sup>th</sup> Avenue  
Miami, FL 33172

Dear Secretary Martinez:

The Governing Board of the South Florida Regional Transportation Authority (SFRTA) would like to take this opportunity to express its support for the Florida Department of Transportation's (FDOT's) 95 Express Project and its corresponding application for an Urban Partnership Agreement with the United States Department of Transportation (USDOT) seeking funding for the project.

The SFRTA serves the South Florida region, which includes Miami-Dade, Broward and Palm Beach counties. This region has some of the country's worst congestion problems and we support new and innovative regional efforts to provide alternative mobility options. We are particularly excited by the opportunities 95 Express offers to enhance and expand existing regional transit using new funds generated by the proposed managed lanes on I-95.

We look forward to working with you on this exciting project to reduce congestion and improve mobility within this region, and will be very pleased if the USDOT selects this region to be one of its Urban Partners in reducing congestion.

Very truly yours,

Bruno A. Barreiro, Chair  
Governing Board  
South Florida Regional Transportation Authority

BB/em/wlc

cc: James Wolfe, FDOT District 4  
Alice Bravo, FDOT District 6  
Joseph Giulietti, SFRTA

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
GOVERNING BOARD MEETING: APRIL 27, 2007

AGENDA ITEM REPORT

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☐ Consent    ☒ Regular    ☐ Public Hearing

TRANSPORTATION REGIONAL INCENTIVE PROGRAM (TRIP) AGREEMENT  
FM #421870-1-94-01 WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
FOR TRANSIT-ORIENTED DEVELOPMENT (TOD) PLAN FOR 18 TRI-RAIL STATIONS

REQUESTED ACTION:

MOTION TO APPROVE: A Resolution authorizing the SFRTA Chair to execute the Transportation Regional Incentive Program (TRIP) Agreement, FM #421871-1-94-01 between the South Florida Regional Transportation Authority (SFRTA) and the State of Florida Department of Transportation (FDOT) for TRIP funds, in the amount of \$250,000 to develop a station area Transit-Oriented Development (TOD) Plan for 18 Tri-Rail stations.

SUMMARY EXPLANATION AND BACKGROUND:

Staff anticipates using this \$250,000 of TRIP funds, along with SFRTA's required match of \$250,000 to fund a three-year contract with the Treasure Coast Regional Planning Council (TCRPC) and South Florida Regional Planning Council (SFRPC) to provide transit-oriented development, land use, and station planning support services.

Staff is requesting Board approval of the resolution authorizing the SFRTA Chair (Exhibit 1) to execute the TRIP Agreement (Exhibit 2) between SFRTA and FDOT to secure the \$250,000 in TRIP funds to develop a TOD Plan for 18 Tri-Rail stations.

(Continued on Page 2)

Department: Planning & Capital Development  
Project Manager: William L. Cross, P.E.

Department Director: Daniel R. Mazza, P.E.  
Procurement Director: Chris Bross

FISCAL IMPACT: The TRIP funds are currently available and will increase the SFRTA's Fiscal Year 2006-07 Capital Budget by \$250,000

EXHIBITS ATTACHED:    [Exhibit 1 - Resolution](#)  
                                      [Exhibit 2 - Transportation Regional Incentive Program Agreement](#)



TRANSPORTATION REGIONAL INCENTIVE PROGRAM (TRIP) AGREEMENT  
FM #421870-1-94-01 WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
FOR TRANSIT-ORIENTED DEVELOPMENT (TOD) PLAN FOR 18 TRI-RAIL STATIONS

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Recommended by: Daniel P. Mazza 4/18/07  
Department Director Date

Approved by: CL-3 4/18/07  
Procurement Director Date

Authorized by: J. G. L. [Signature] 4/18/07  
Executive Director Date

Approved as to Form by: \_\_\_\_\_  
General Counsel Date

Board Action:

Approved: \_\_\_\_\_ Yes \_\_\_\_\_ No

Vote: \_\_\_\_\_ Unanimous

Amended Motion:

Commissioner Bruno Barreiro \_\_\_\_\_ Yes \_\_\_\_\_ No

Commissioner Jeff Koons \_\_\_\_\_ Yes \_\_\_\_\_ No

James A. Cummings \_\_\_\_\_ Yes \_\_\_\_\_ No

John Martinez \_\_\_\_\_ Yes \_\_\_\_\_ No

Commissioner Josephus Eggelton \_\_\_\_\_ Yes \_\_\_\_\_ No

George A. Morgan, Jr. \_\_\_\_\_ Yes \_\_\_\_\_ No

Marie Horenburger \_\_\_\_\_ Yes \_\_\_\_\_ No

Bill T. Smith \_\_\_\_\_ Yes \_\_\_\_\_ No

Neisen Kasdin \_\_\_\_\_ Yes \_\_\_\_\_ No



**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY (SFRTA)  
RESOLUTION NO. 07-02**

**RESOLUTION APPROVING TRANSPORTATION REGIONAL  
INCENTIVE PROGRAM (TRIP) AGREEMENT FM #421870-1-94-01  
WITH THE STATE OF FLORIDA DEPARTMENT OF  
TRANSPORTATION FOR TRANSIT ORIENTED DEVELOPMENT  
(TOD) PLAN FOR 18 TRI-RAIL STATIONS; PROVIDING FOR  
SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, the South Florida Regional Transportation Authority (“SFRTA”) is a body politic and corporate, a public instrumentality and an agency of the State of Florida pursuant to Florida Statutes, Chapter 343; and

WHEREAS, Transportation Regional Incentive Program (“TRIP”) funds are available from the Florida Department of Transportation to fund transportation-related planning activities; and

WHEREAS, Staff proposes to use \$250,000 in TRIP funds, along with SFRTA’s required match of \$250,000, to fund a three-year contract with the Treasure Coast Regional Planning Council and South Florida Regional Planning Council to provide transit-oriented development, land use, and station planning support services;

NOW, THEREFORE, BE IT RESOLVED BY GOVERNING BOARD OF THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY:

Section 1. The recitals contained in the preamble to this Resolution are incorporated by reference herein.

Section 2. The Transportation Regional Incentive Program Agreement (Fm #421870-1-94-01) with the State of Florida Department Of Transportation for Transit Oriented Development (TOD) Plan for 18 Tri-Rail Stations is hereby approved. A copy of the agreement is attached to and made a part of this resolution as Exhibit 1.

Section 3. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

Section 4. This Resolution shall take effect immediately upon its adoption, and any provisions of any previous resolutions in conflict with the provisions herein are hereby superseded.

[Remainder of page left intentionally blank.]

The foregoing resolution was offered by Board Member \_\_\_\_\_, who moved its adoption. The motion was seconded by Board Member \_\_\_\_\_, and upon being put to vote, the votes were as follows:

Member  
Member  
Member  
Member  
Member  
Member  
Member  
Member  
Member  
Member  
Member  
Chairman

The Chairperson thereupon declared the resolution duly passed and adopted this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY (SFRTA)**

**By:** \_\_\_\_\_

**SFRTA Secretary**

**Exhibit 1**  
**TRIP Agreement with FDOT**

Updated 03/29/2006

CSFA No. 55.026  
FINANCIAL PROJECT NO.: 421870-1-94-01  
BROWARD COUNTY

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
TRANSPORTATION REGIONAL INCENTIVE PROGRAM AGREEMENT**

This is an Agreement by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT," and SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, hereinafter referred to as the AUTHORITY."

**W I T N E S S E T H**

1. WHEREAS, the DEPARTMENT has the authority, under Fla. Stat. §334.044, to enter into this Agreement; and
2. WHEREAS, the Transportation Regional Incentive Program was created by Fla. Stat. §339.2819 to provide funds to improve regionally significant transportation facilities in "regional transportation areas" pursuant to Fla. Stat. §339.155 (5); and
3. WHEREAS, the AUTHORITY has certified to the DEPARTMENT that it has met the eligibility requirements of Fla. Stat. §339.2819; and
4. WHEREAS, the SOUTHEAST FLORIDA TRANSPORTATION COUNCIL, acting as a designated regional partnership under Fla. Stat §339.155 (5)(c) and formed by an interlocal agreement, designated Tri-Rail as a regional facility by resolution, a copy of which is incorporated into this agreement and attached. (Exhibit A)
5. WHEREAS, the DEPARTMENT is willing to provide the AUTHORITY with financial assistance under Financial Project No. 421870-1-94-01 hereinafter referred to as the "PROJECT," in accordance with Fla. Stat. §339.2819; and
6. WHEREAS, the AUTHORITY by Resolution No. \_\_\_\_\_ dated the \_\_\_\_ day of \_\_\_\_\_, 2007, a copy of which is attached hereto and made a part hereof, has authorized the Chairman of its Board or designee to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties agree as follows:

**1. SERVICES AND PERFORMANCE**

A) The PROJECT consists of funding assistance for the planning phase for the development of a station-area Transit Oriented Development plan for 18 Tri-Rail stations to be implemented by the AUTHORITY. This will be a Capital project.

B) The AUTHORITY agrees to undertake the PROJECT in accordance with all applicable, federal, state and local statutes, rules and regulations, and standards. The AUTHORITY shall be responsible for obtaining clearances/permits required for the PROJECT from the appropriate permitting authorities. Upon completion of the PROJECT, the AUTHORITY shall certify to the DEPARTMENT that the PROJECT has been completed in accordance with the applicable standards, statutes, rules and regulations in writing.

- C) The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of work being done by the AUTHORITY and of the details thereof. Coordination shall be maintained by the AUTHORITY with representatives of the DEPARTMENT. The AUTHORITY shall provide the DEPARTMENT with quarterly progress reports.
- D) The AUTHORITY shall not sublet, assign or transfer any work under this Agreement without prior written consent of the DEPARTMENT.
- E) All notices under this Agreement shall be directed to the following addresses:

**TO DEPARTMENT:**

Florida Department of Transportation  
Office of Modal Development  
3400 West Commercial Blvd.  
Fort Lauderdale, Florida 33309

**TO AUTHORITY:**

South Florida Regional Transportation Authority  
800 NW 33<sup>rd</sup> Street, Suite 100  
Pompano Beach, Florida 33064

**2. TERM**

- A) The AUTHORITY agrees to complete the project on or before October 30, 2008.
- B) This Agreement shall not be renewed. Any extension shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement and contingent upon the DEPARTMENT'S District Secretary's or Designee's Approval.

**3. COMPENSATION AND PAYMENT**

- A) The AUTHORITY and the DEPARTMENT agree to share the cost of this project 421870-1-94-01. The AUTHORITY agrees to provide one-half (1/2) of the match for PROJECT expenditures and the DEPARTMENT agrees to provide the other one-half (1/2) pursuant to Fla. Stat. §339.2819.
- B) The estimated total cost as set forth in the DEPARTMENT'S adopted work program for this PROJECT is \$500,000.00 (FIVE HUNDRED THOUSAND). The estimated AUTHORITY share for one-half (1/2) the PROJECT is \$250,000.00 (TWO HUNDRED FIFT THOUSAND). The estimated DEPARTMENT share for one-half (1/2) the PROJECT is \$250,000.00 (TWO HUNDRED FIFTY THOUSAND) which is the maximum participation by the DEPARTMENT. The parties further agree all remaining costs of the PROJECT will be borne by the AUTHORITY.
  - i) In the event the AUTHORITY proceeds with the Transit Oriented Development Plan for the PROJECT with its own forces, the AUTHORITY will only be reimbursed for direct costs (this excludes general and administrative overhead).
  - ii) All costs charged to the PROJECT shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

- C) Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT'S under Section 334.044 (29), Florida Statutes.
- D) If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.
- E) The AUTHORITY must submit the final invoice to the DEPARTMENT within 180 days of expiration of this PROJECT. Invoice submitted after the 180 day time limit will not be paid.
- F) The DEPARTMENT'S obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.
- G) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit.
- H) Travel costs will not be reimbursed.
- I) The AUTHORITY shall submit quarterly invoices with 3 (three) original invoice summary sheets, plus 3 (three) copies of supporting documentation required by the DEPARTMENT. The DEPARTMENT has 10 (ten) working days for review and submittal to Financial Services for processing.
- J) A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payments(s) from a state and/or COUNTY/AUTHORITY. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Department of Financial Services Hotline, 1-800-848-3792.
- K) Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred includes the AUTHORITY's general accounting records and the project records, together with supporting documents and records of the AUTHORITY and all subcontractors performing work on the project, and all other records of the AUTHORITY and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.



- L) The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

#### **4. RESPONSIBILITY AND INSURANCE**

##### **A) RESPONSIBILITY**

- i) The AUTHORITY agrees to be fully responsible for acts and omissions of their agents and employees. Nothing in this agreement shall be construed or interpreted to serve as a waiver of sovereign immunity. Nothing contained herein shall be construed as consent by the DEPARMTNET to be sued by third parties in any matter arising out of this agreement or any other contract.
- ii) When either party receives notice of claim for damages that may have been caused by the other party in the performance of services required under this Agreement, that party will immediately forward the claim to the other party. Each party will evaluate the claim, and report its findings to each other within fourteen (14) working days and jointly discuss options in defending the claim. A party's failure to promptly notify the other of a claim will not act as a waiver or any right herein.
- iii) The AUTHORITY agrees to include the following indemnification in all contracts with contractors/subcontractors, consultants/sub consultants, who perform work in connection with this Agreement:

"The contractor/consultant shall indemnify, defend, save, and hold harmless the DEPARTMENT and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor, its officers, agents, or employees. Neither the contractor/consultant, nor any of its officers, agents, or employees will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents, or employees."

**B) LIABILITY INSURANCE.**

- i) The AUTHORITY shall carry and keep in force during the period of this Agreement a general liability policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$100,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$50,000 each occurrence, for the services to be rendered in accordance with this Agreement. However, in the event the AUTHORITY maintains a self-insurance fund to cover such liability, the AUTHORITY agrees to maintain sufficient reserves in the fund to pay the above-described liability limits. In addition to any other forms of insurance or bonds required under the terms of this Agreement, the AUTHORITY must comply or cause its contractor to comply with §7-13 of the DEPARTMENT'S Standard Specifications for Road and Bridge Construction (2000), as amended.

**C) WORKERS' COMPENSATION.**

- i) The AUTHORITY shall also carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

**5. COMPLIANCE WITH LAWS**

- A) The AUTHORITY shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the AUTHORITY in conjunction with this Agreement. Failure by the AUTHORITY to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.
- B) The AUTHORITY shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- C) No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.
- D) The AUTHORITY and the DEPARTMENT agree that the AUTHORITY, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Agreement for purposes other than those set out in §337.274, Florida Statutes.

**6. AUDITS**

- A) The administration of resources awarded by the DEPARTMENT to the AUTHORITY may be subject to audits and/or monitoring by the DEPARTMENT, as described in this section.

**B) MONITORING**

- i) In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the DEPARTMENT. In the event the DEPARTMENT determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the DEPARTMENT staff to the AUTHORITY regarding such audit. The AUTHORITY further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the DEPARTMENT's Office of the Inspector General, the Chief Financial Officer (CFO) or Auditor General.

**C) AUDITS**

**i) PART I: FEDERALLY FUNDED**

(1) Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

(2) In the event that the recipient expends \$500,000 for fiscal years ending after December 31, 2003 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department by this agreement, if applicable. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

(3) In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

(4) If the recipient expends less than \$500,000 for fiscal years ending after December 31, 2003 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 for fiscal years ending after December 31, 2003 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

- (5) Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

ii) PART II: STATE FUNDED

- (1) Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2) (l), Florida Statutes) are to have audits done annually using the following criteria:
- (2) In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 for fiscal years ending on September 30, 2004, and thereafter in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department by this agreement, if applicable. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
- (3) In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- (4) If the recipient expends less than \$500,000 in state financial assistance in its fiscal year ending on September 30, 2004, and thereafter, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
- (5) State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

iii) PART III: OTHER AUDIT REQUIREMENTS

- (1) The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.
- (2) Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the FDOT, the Comptroller, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

iv) PART IV: REPORT SUBMISSION

- (1) Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

Florida Department of Transportation  
Office of Modal Development  
3400 West Commercial Boulevard  
Fort Lauderdale, Florida 33309-3421

- (2) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132

- (3) Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

- (4) In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to the following:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132

- (5) In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department at the following address:

Florida Department of Transportation  
Office of Modal Development  
3400 West Commercial Boulevard  
Fort Lauderdale, Florida 33309-3421

- (6) Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to the following:

Florida Department of Transportation  
Office of Modal Development  
3400 West Commercial Boulevard  
Fort Lauderdale, Florida 33309-3421

- (7) The Auditor General's Office at the following address:

Auditor General's Office  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

- (8) Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to the Department at the following address:

Florida Department of Transportation  
3400 West Commercial Boulevard  
Fort Lauderdale, Florida 33309-3421

(9) Any reports, management letter, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(10) Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### **V) PART V: RECORD RETENTION**

(1) The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit working papers are made available to the Department, or its designee, the state CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

### **7. TERMINATION AND DEFAULT**

- A) This Agreement may be canceled by either the AUTHORITY or the DEPARTMENT upon sixty (60) days written notice.
- B) If the DEPARTMENT determines that the performance of the AUTHORITY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the AUTHORITY of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.
- C) If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the AUTHORITY, the DEPARTMENT shall notify the AUTHORITY of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- D) If the Agreement is terminated before performance is completed, the AUTHORITY shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the AUTHORITY.

## 8. MISCELLANEOUS

- A) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- B) The DEPARTMENT shall not be obligated or liable hereunder to any party other than the AUTHORITY.
- C) In no event shall the making by the DEPARTMENT of any payment to the AUTHORITY constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the AUTHORITY, and the making of such payment by the DEPARTMENT while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.
- D) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. The parties agree that all commitments, agreements, or understandings concerning the subject matter of this Agreement are contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the AUTHORITY and the DEPARTMENT.
- E) If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.
- F) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any judicial proceedings arising out of this Agreement shall be in Leon County, Florida.
- G) This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the PROJECT is completed and accepted and payment made by the DEPARTMENT or terminated in accordance with §07.  
**TERMINATION AND DEFAULT.**
- H) An entity or affiliate which has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.



- I) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

IN WITNESS WHEREOF, the AUTHORITY has caused this Agreement to be executed in its behalf, by the Chairman of the Board for the South Florida Regional Transportation Authority or its designee, as authorized by **Resolution Number** \_\_\_\_\_, and the FLORIDA DEPARTMENT OF TRANSPORTATION has caused this Agreement to be executed in its behalf through its District Secretary or authorized designee:

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**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, FLORIDA**

ATTEST

\_\_\_\_\_  
CLERK

(Seal)

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**

ATTEST

\_\_\_\_\_  
EXECUTIVE SECRETARY

(Seal)

By: \_\_\_\_\_

\_\_\_\_\_  
DISTRICT SECRETARY OR DESIGNEE  
DISTRICT \_4\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

Fla. Dept. of Trans. Legal Review:

By: \_\_\_\_\_

\_\_\_\_\_  
Date

Availability of Funds Approval:

\_\_\_\_\_  
Date

## EXHIBIT - 1

### **STATE RESOURCES**

Agency: Florida Department of Transportation  
Catalog of State Financial Assistance: Transportation Regional Incentive Program (55.026)  
Amount:

### **Compliance Requirements**

1. The project must be regionally significant and derived from a regional transportation plan.
2. The regional transportation plan must be created by a regional transportation area created pursuant to Section 339.155(5) Florida Statutes.
3. The project must meet the minimum eligibility criteria listed in Section 339.2819 Florida Statutes.
4. Funds will only be provided for capital expenses. Operations are not covered through TRIP.

**NOTE:** Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

Exhibit 'A'



**INTERLOCAL AGREEMENT CREATING THE SOUTHEAST FLORIDA  
TRANSPORTATION COUNCIL FOR REGIONAL TRANSPORTATION  
PLANNING AND COORDINATION IN SOUTH FLORIDA**

This Interlocal Agreement is made and entered into this 9th day of January, 2006, by and between the Miami-Dade Metropolitan Planning Organization (herein after the MDMPO), the Broward County Metropolitan Planning Organization (herein after the BCMPO), and the Palm Beach Metropolitan Planning Organization (herein after the PBMPO); each entity created pursuant to the provisions of Chapters 163.01 and 339.175, Florida Statutes.

WHEREAS, the MDMPO, the BCMPO and the PBMPO have coordinated transportation planning activities across county lines and on a regional basis for a number of years as an informal activity; and,

WHEREAS, following the 2000 Census, the United States Bureau of the Census has designated the Miami Urbanized Area, which includes portions of Miami-Dade, Broward and Palm Beach counties; and,

WHEREAS, the economic health of the region is greatly affected by availability and convenience of transportation services; and,

WHEREAS, there is a need to address transportation on a regional basis to meet growing travel demands and obtain federal and state funding in the current competitive process; and,

WHEREAS, Chapter 339.175(5)(i)(2), F.S. provides for creation of an administrative entity to coordinate regional transportation planning goals and activities consistent with federal and state law; and,

WHEREAS, the MDMPO, the BCMPO and the PBMPO desire to create a formal mechanism to coordinate transportation planning activities in the South Florida region.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the MDMPO, the BCMPO and the PBMPO agree as follows:

Section 1. Name. The administrative entity created pursuant to this agreement shall be designated as the Southeast Florida Transportation Council (herein after the SEFTC).

Section 2. Purpose and Duties. The purpose of this agreement is to create and establish the duties and responsibilities of a separate administrative entity to serve as a forum for coordination and communication among the MPO's, Florida Department of Transportation Districts 4 and 6, the Florida Turnpike Enterprise,

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Sharon R. Beck, CLERK & COMPTROLLER

the South Florida Regional Transportation Authority, the South Florida Regional Planning Council, the Treasure Coast Regional Planning Council, Monroe County, Martin County MPO, St. Lucie County MPO and other agencies and organizations involved in transportation planning and programs in South Florida. This coordination will be conducted in accordance with the requirements of Chapter 339.175, F.S. and the Transportation Equity Act for the 21<sup>st</sup> Century (TEA 21) and subsequent legislative actions deemed appropriate for inclusion by the MPO's. Coordination will include long range transportation planning, short range programming and activities to support regional multimodal transportation projects. The results of the coordination process will be provided to the various agencies as guidance in the development of required transportation plans and programs within the urbanized area.

The duties of the SEFTC entity shall include the development of:

- a Regional Long Range Transportation Plan;
- a process for prioritization of regional projects;
- a regional public involvement process; and
- performance measures to assess the effectiveness of regional coordination activities.

In performing the duties of the SEFTC, agreement of all voting members shall be required for adoption of recommendations to the MPO's for inclusion in their respective transportation plans and programs.

Section 3. Organization, Boundaries and Membership. The SEFTC membership shall consist of voting members representing agencies and organizations involved in transportation planning and programming required by Chapter 339.175, F.S. and TEA 21 and its successors. The initial boundaries of the SEFTC shall encompass the Miami Urbanized Area as designated by the U. S. Bureau of the Census.

The voting membership of the SEFTC shall consist of representatives of the entities charged by federal and state law with the responsibility for transportation planning and shall include the Chair of each Metropolitan Planning Organization who is a party to this agreement. An alternate, who is a member of the respective MPO, may be designated by that MPO and shall serve in the absence of the respective Chair with all the powers and duties of the member Chair. Each member shall have one vote. A simple majority of the voting membership shall constitute a quorum and be required to pass motions except as otherwise noted herein.

The SEFTC may appoint committees to review and provide recommendations to the members related to transportation matters of a regional nature. These committees will operate under the same general procedures as the SEFTC.

Section 4. Conduct of Meetings. Officers shall include a Chair and a Vice-Chair. The Chair and Vice-Chair shall be elected annually during the first meeting of each calendar year and shall serve for one-year terms. If the Chair is unable to fulfill the duties of office for any reason, the Vice-Chair shall perform the duties of Chair. Meetings shall be held at least quarterly on a rotating basis with the meeting host rotating each quarter among the member MPO's. The Chair shall conduct the meetings but shall have no extraordinary membership powers or responsibilities. Special meetings may be called by a majority of the members. Reasonable notice must be provided to all members for special meetings. The host MPO shall be responsible for ensuring the notice requirements of Chapter 286.011, F.S. have been met and that meetings are held in a facility accessible to persons with disabilities in compliance with Title II of the Americans with Disabilities Act.

Meetings shall be conducted in accordance with any applicable statute, then any procedural rules adopted by the SEFTC, and finally with Robert's Rules of Order. For the purposes of the SEFTC, the Chair shall have the ability to make and second motions to be considered by the membership.

Section 5. Staffing, Professional Services and Financial Support. Pursuant to Chapter 339.175(5)(i)(2), F.S., the Parties agree that the Directors of the member MPO's will be responsible for carrying out the regional work programs and coordinating process as directed by the SEFTC, provided, however, that should a direction of the SEFTC directly conflict with the officially-adopted policy direction of a member MPO, staff of that MPO may ask that the work in question be performed by staff of some other MPO. Expenses concerning projects assigned to a lead Metropolitan Planning Organization may be paid by the regional set-aside specified in its Unified Planning Work Program. The provision of professional services to the administrative entity, including legal review, shall be as agreed by the Parties from time to time, with the exception that no legal counsel shall be required to render advice to the entity or representation to the members thereof absent each individual member's waiver of any conflict and authorization of joint representation, as provided for by Florida Bar Rule 4-1.7. Notwithstanding the foregoing, the Parties do not authorize this administrative entity to incur for itself any cost or expense, nor to obtain or retain funds from any source. The entity created by this Agreement is not authorized to conduct any banking or other financial transactions of any kind, nor to receive or disburse any funds. Instead, all financial support for this entity, including the payment of costs and expenses related to its operation, shall be borne by member MPO's, on an equitable basis as decided among the MPO's. The voting members of the SEFTC may, by separate resolution, adopt more specific financial support allocation methods as may be deemed necessary, and may appoint a lead MPO to receive and administer funds for the entity. The Parties agree to work together to seek new sources of funding to assist the member MPO's with the added costs and expenses associated with the operations of this new administrative entity.

Section 6. Record Keeping – The staff of the host MPO shall provide a recording secretary for that meeting. Record keeping and other clerical responsibilities shall be the duty of the Metropolitan Planning Organization staff consistent with the rotation for hosting the meeting. All minutes shall be distributed to other members prior to the next quarterly meeting date. Duplicate records of the official proceedings of the Committee will be kept in each Metropolitan Planning Organization office. The SEFTC shall designate one of the member MPO's to be the records custodian for all official records. Records shall be maintained in accordance with the public records law, Chapter 119, Florida Statutes.

Section 7. Conflict Resolution – The conflict resolution process will focus primarily on surface transportation plans and programs with regional significance as determined by the SEFTC. Each MPO will retain the authority to limit the decision-making authority of its respective Chair or designated alternate to such action as agreed to by a majority of its respective MPO Board. The process will generally follow the steps as set forth in this section.

The initiating party shall send letters to the other party (ies) and the SEFTC, setting forth the issue. At the next SEFTC meeting, the Board will direct the MPO directors to review the initiation letter and provide a recommendation and supporting rationale at the following SEFTC meeting as to the involvement of the Board in addressing the issue. Should the Board decide to consider the issue, the initiating party shall have sixty (60) days to provide a report to the SEFTC setting forth the issue and the related concerns and impacts. The Board will schedule a settlement meeting for the following SEFTC meeting, unless an emergency situation occurs which requires a special meeting be held prior to the regular meeting. Prior to the settlement meeting, the SEFTC will prepare and distribute a report assessing the issues identified in the dispute.

At the settlement meeting, all parties will present their interests and concerns, explore options, and seek a mutually acceptable settlement. If an acceptable agreement cannot be reached, some or all parties may agree to additional settlement meetings or may go outside the SEFTC conflict resolution process and seek mediation or an administrative or judicial determination.

Section 8. Risk of Loss – The Parties acknowledge that as a mere administrative entity, the SEFTC cannot sue or be sued, nor bear any legal liability. Therefore, the Parties agree that each shall continue to maintain such insurance coverage as may be required to cover the additional risks associated with membership and participation in the SEFTC entity. Members covered by a self-insurance program shall notify their respective covering-entities of this agreement so that any added risk may be factored. The Parties further agree that under no circumstances shall any member of the SEFTC seek to recover against any other member for any loss associated with this Agreement or the work of the SEFTC.

Section 9. Duration of Agreement – This Agreement shall have a term of 5 years and shall automatically renew at the end of said 5 years for another 5-year term and every five years thereafter. At the end of the 5-year term and at least every 5 years thereafter, the Parties hereto shall examine the terms hereof and agree to amend provisions or reaffirm the same. However, the failure to amend or to reaffirm the terms of this Agreement shall not invalidate or otherwise terminate this Agreement.

Section 10. Termination - This Agreement shall continue in force until terminated with or without cause by a unanimous vote of the member MPO's.

Section 11. Modification – This Agreement may only be modified by a unanimous vote of the members. This Agreement and any amendments or modifications to the Agreement shall become effective upon execution and recordation in the official public records of the each county of each voting member.

Section 12. Rescission - Any MPO may terminate its participation in this Agreement upon thirty (30) days written notice. The 30-day notice requirement shall commence upon giving of the notice. Notice of intent to terminate shall be given in writing to the other member agencies. Said notice shall be transmitted to the official office of the member agencies by certified mailed, return receipt requested. The mailing address for each member is as follows:

Miami-Dade MPO  
Stephan P. Clark Center  
111 NW 1<sup>st</sup> Street, Suite 910  
Miami, Florida 33128

Broward County MPO  
115 South Andrews Avenue, Room 329H  
Fort Lauderdale, Florida 33301

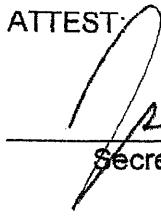
Palm Beach MPO  
160 Australian Avenue, Suite 201  
West Palm Beach, Florida 33406

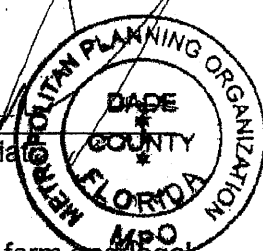


IN WITNESS WHEREOF, the parties herein have executed this Interlocal Agreement by their duly authorized officials as of the day and year written above.

MIAMI-DADE METROPOLITAN PLANNING ORGANIZATION

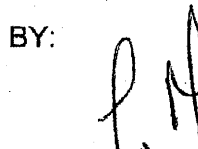
ATTEST:

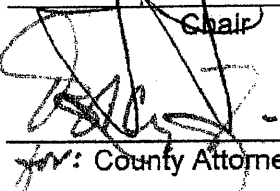
  
Secretary

The seal is circular with the text "MIAMI-DADE METROPOLITAN PLANNING ORGANIZATION" around the perimeter. In the center, it says "DADE COUNTY FLORIDA" and "MPO" at the bottom.

Approved as to form and legal sufficiency.

BY:

  
Chair

 - 12/12/05  
County Attorney

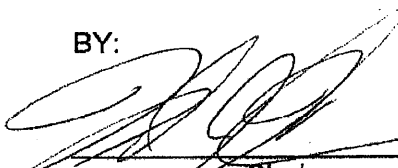
BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION

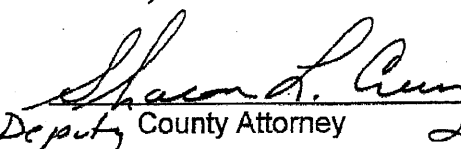
ATTEST:

  
Executive Director

Approved as to form and legal sufficiency.

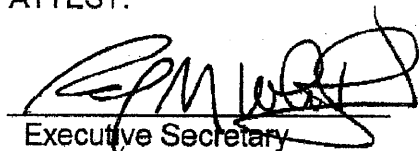
BY:

  
Chair

  
Deputy County Attorney


PALM BEACH METROPOLITAN PLANNING ORGANIZATION

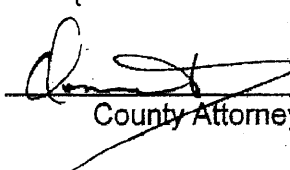
ATTEST:

  
Executive Secretary

Approved as to form and legal sufficiency.

BY:

  
Chair

  
County Attorney

Revised April 6, 2005

## **Exhibit "A"**

### **MINUTES SOUTHEAST FLORIDA TRANSPORTATION COUNCIL**

Thursday, November 2, 2006 – 11:00 AM  
Fort Lauderdale Grande Hotel  
1881 SE 17<sup>th</sup> Street, Ft. Lauderdale, FL

**MEMBERS** Mayor Richard J. Kaplan, City of Lauderhill, Chair  
**PRESENT:** Commissioner Jeff Koons, Palm Beach County  
Commissioner Joe Martinez, Miami-Dade County

**ALSO** Jim Wolfe, Secretary, FDOT District IV  
**PRESENT:** Lois Busch, FDOT District IV  
Stacy Miller, FDOT District IV  
Roger Del Rio, Acting Director, Broward MPO  
Randy Whitfield, Director, Palm Beach MPO  
Jose Mesa, Director, Miami-Dade MPO

Call to order.

#### **Adoption of Agenda**

The Chair informed the attendees that the Regional Corridor Amendments were presented at a prior meeting. Regarding the Transportation Regional Incentive program priorities, a scrivener's error was noted and corrected, i.e. that NW 31 Avenue should read NW 31 Street in the City of Margate. The motion was approved unanimously.

Randy Whitfield read staff recommendation: "The SEFTC approve the revised Regional Corridor criteria with the additions and approve the amended Regional Corridors list and map to include the facilities meeting the criteria". The members approved the Regional Corridor criteria and map unanimously.

Jim Wolfe, FDOT District Secretary informed the audience that the agency reviewed and approved the prioritization list for TRIP and the Department concurs that it is in compliance with the Growth Management Statutes and that both Districts IV and VI will be able to proceed with programming the TRIP funds. However, during prior discussions with SEFTC Jim Wolfe noted the desirable look and feel of that list. He noted that the list should be combined, merged, and it should be prioritized. He moreover noted, that while the list is in compliance and is being approved, it is not the way FDOT needs it to be in the future. He suggested that staff work together between now and the next SEFTC meeting and come up with a plan that merges and prioritizes the list, so that SEFTC members can see what it looks like and if they like it.

Jim Wolfe recommended that by the next SEFTC meeting they can adopt a revised list, with the same projects, but in a different format. Commissioner

Martinez concurred that the list should not be divided by districts and that if SEFTC was to be an example of regional cooperation for the entire state, and perhaps even the country, that these provisions be made; that a consolidated list with priorities and perhaps tiers be prepared.

Mayor Kaplan confirmed that such list was initially requested to staff, and Randy Whitfield added that Broward and Palm Beach counties are preparing an evolving prioritized list. Jim Wolfe continued saying that SEFTC has an opportunity to be the model for the rest of the state, because in fact merging and prioritization has been a difficult issue around Florida; that we are not the only ones struggling with this issue, but that we have an opportunity to get out ahead. There is a larger context than whether FDOT can program the TRIP funds and do the TRIP process that also needs regional planning, prioritization. In fact South Florida is one transportation network and FDOT has lots of issues to grapple with over the future. FDOT looks at projects like the commuter rail on FEC and that we all will have to come together on this issue and have one merged plan to figure out how to do that. There are other projects that cross county and district lines. Behind the 2003 agreement to do some mutual planning, SEFTC took a large leap in that direction complying with the spirit of the Growth Management Plan.

Roger Del Rio stated that SR7 Bus Rapid Transit was a Broward County project originally designated by the MPO for future funding. The MPO has allocated 10 M Dollars for the purchase of buses and bus stop amenities, but the funding for operating the system is missing and we do not have that commitment from the tri-counties.

The Chair reiterated two subjects from the previous SEFTC meeting:

1. The process to develop a website and information for public knowledge of what this organization is doing. He would like a report on how public participation is included in the goals of this regional body. We need to make ourselves more visible, put the regional plan out for everyone to be informed.
2. To start looking for a dedicated funding source as a region by creating a dedicated funding source available to all similar regions so that we are not on our own trying to do this. Each county can do a little bit, but that there is nothing on a regional level. Although TRIP funds are available, they are not a dedicated funding source of a renewable nature and they need to be created if we want a regional system.

Commissioner Martinez followed on the subject of regional unification by expressing that the SEFTC letterhead has three different logos. He directed staff to design one logo for SEFTC to show everybody that we are united.

Adjournment. There was no other business to come before the SEFTC, therefore the meeting adjourned at 11:30 a.m.

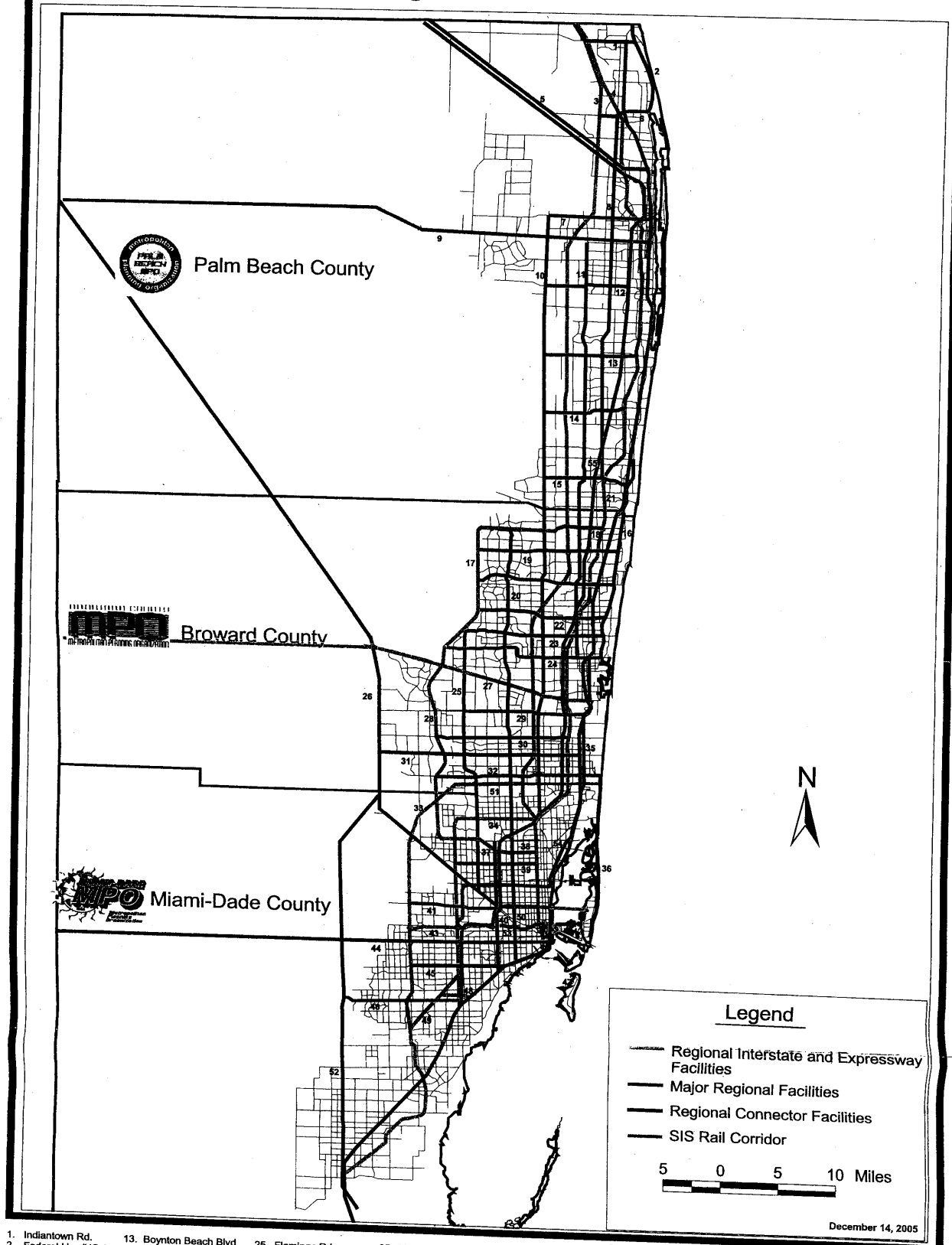
## REGIONAL CORRIDORS ADDITIONS

Jurisdiction	Facility	Limits	
Palm Beach	Indiantown Road	FI Tpk	SR 710
	PGA Blvd	FI Tpk	SR 710
	Jog Rd	Southern Blvd	SR 710
	US 1	Yamato Rd	PGA Blvd
	Lake Worth Rd	Congress Ave	Tri Rail Station
	45 St	Tri Rail Station	US 1
	Military Tr	PGA Blvd	Indiantown Rd
	Atlantic Ave	SR 7	Lyons Rd
Miami-Dade	NE/NW 163/167 St (SR 826)	I-95	A1A
	41 St	Alton Rd	A1A
	MacArthur Causeway	I-395	A1A
	SR 9	I-95	NW 27 Ave
	NW 37-42 Connector	LeJeune Rd	SR 826
	NW 103 St/W 49 St	SR 826	US 27
	SR 836/Dolphin Expwy	HEFT	NW 137 Ave
	NW/SW 137 Ave	SR 836	SW 152 St
	SW 40 St/Bird Rd	HEFT	SW 137 Ave
	SW 152 St/Coral Reef Dr	SW 137 Ave	US 1
	NW 74 St	NW 57 Ave/Red Rd	HEFT
Broward	University Dr	Sawgrass Exwy	Broward Cty Line
	Hillsboro Blvd	US-1	Coral Ridge Dr
	Broward Blvd	US-1	Flamingo Rd
	Griffin Rd	Flamingo Rd	US 27
	Sheridan St	Dixie Hwy	US 1
	Pembroke Rd	US-27	US 1
	Palm Ave	Pines Blvd	Sawgrass Expwy
	Pine Island Rd	Pines Blvd	Sample Rd
	Andrews Ave	Broward Blvd	Glades Rd

October 3, 2006

# Miami-Dade, Broward, and Palm Beach Counties

## Corridors of Regional Significance



- |                       |                         |                                      |                              |                  |
|-----------------------|-------------------------|--------------------------------------|------------------------------|------------------|
| 1. Indiantown Rd.     | 13. Boynton Beach Blvd. | 25. Flamingo Rd.                     | 35. US 1                     | 46. SW 88 St.    |
| 2. Federal Hwy/US 1   | 14. Atlantic Ave.       | 26. US 27 / SR 25                    | 36. A1A / Collins Ave.       | 47. I-395        |
| 3. Florida's Turnpike | 15. Glades Rd.          | 27. I-595                            | 37. Grattigny Exp.           | 48. SR 878       |
| 4. I-95               | 16. US 1                | 28. I-75                             | 38. NW 119 St.               | 49. SR 874       |
| 5. Bee Line Hwy.      | 17. Sawgrass Exp.       | 29. Griffin Rd.                      | 39. NW 103 St.               | 50. NW 27 Ave.   |
| 6. PGA Blvd.          | 18. SW 10 St.           | 30. Sheridan St.                     | 40. LeJeune Rd. / 42 Ave.    | 51. NW 57 Ave.   |
| 7. Okeechobee Blvd.   | 19. Sample Rd.          | 31. Hollywood Blvd. / Pines Blvd.    | 41. NW 36/41 St.             | 52. Krome Ave.   |
| 8. Military Trail     | 20. University Dr.      | 32. Hallandale Blvd. / Miramar Pkwy. | 42. I-95                     | 53. SR 112       |
| 9. Southern Blvd.     | 21. Atlantic Blvd.      | 33. HEFT                             | 43. SR 836                   | 54. FEC Railroad |
| 10. SR 7              | 22. Commercial Blvd.    | 34. SR 826 / Palmetto Exp.           | 44. SW 8 St. / Tamiami Trail | 55. TriRail      |
| 11. Powerline Rd.     | 23. Oakland Park Blvd.  |                                      | 45. SW 40 St. / Bird Rd.     |                  |
| 12. Lake Worth Rd.    | 24. Sunrise Blvd.       |                                      |                              |                  |

### Legend

- Regional Interstate and Expressway Facilities
- Major Regional Facilities
- Regional Connector Facilities
- SIS Rail Corridor

5 0 5 10 Miles

December 14, 2005

### Regional Corridor Facility Criteria

- Regional Interstate and Expressway Facilities** - Urban or Rural Principal Arterials - Interstate and Expressway
- Major Regional Facilities** - Urban or Rural Principal Arterials - Others that Cross County Lines
- Regional Connector Facilities** - Urban or Rural Principal Arterials - With Two or More Connections to Regional Interstate and Expressway Facilities
- SIS Rail Corridors** - Rail corridors identified by FDOT as Florida Strategic Intermodal Systems (SIS)

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
GOVERNING BOARD MEETING: APRIL 27, 2007

AGENDA ITEM REPORT

☐ Consent    ☒ Regular    ☐ Public Hearing

TRANSPORTATION REGIONAL INCENTIVE PROGRAM (TRIP) AGREEMENT  
FM #421871-1-94-01 & #421871-2-94-01 WITH THE STATE OF FLORIDA DEPARTMENT OF  
TRANSPORTATION FOR TRIP FUNDS TO PURCHASE TRI-RAIL ROLLING STOCK

REQUESTED ACTION:

MOTION TO APPROVE: A resolution authorizing the SFRTA Chair to execute the Transportation Regional Incentive Program (TRIP) Agreement, FM #421871-1-94-01 and #421871-2-94-01 between the South Florida Regional Transportation Authority (SFRTA) and the State of Florida Department of Transportation (FDOT) for TRIP funds, in the amount of \$6,000,000 to purchase Tri-Rail Rolling Stock.

SUMMARY EXPLANATION AND BACKGROUND:

At its August 25, 2006 meeting the South Florida Regional Transportation Authority (SFRTA) Board approved the expenditure of \$6,000,000 of SFRTA's county contribution capital funds to match with \$12,000,000 of Federal funds and \$6,000,000 of Florida Department of Transportation (FDOT) TRIP Funds (all fiscal year 2006/2007) for the purpose of purchasing additional rolling stock for Tri-Rail operations.

SFRTA's Tri-Rail commuter rail service is experiencing strong passenger growth and is planning to expand service to 50 trains per day in 2007. Additional rolling stock is necessary to ensure SFRTA's continued ability to meet anticipated operational needs for more frequent service and additional capacity. Plans anticipate the funding and purchase of additional rolling stock over several years as funds become available.

SFRTA staff, working with the FDOT and the Southeast Florida Transportation Council (SEFTC), have identified a funding package that can accelerate the purchase of a portion of planned rolling stock purchases to the current fiscal year of 2006/2007 (FY2006/2007), greatly enhancing Tri-Rail's ability to provide operational flexibility in meeting anticipated short-term growth.

(Continued on Page 2)

Department: Planning & Capital Development  
Project Manager: William L. Cross, P.E.

Department Director: Daniel R. Mazza, P.E.  
Procurement Director: Chris Bross

FISCAL IMPACT: The TRIP funds are currently available and will increase the SFRTA's Fiscal Year 2006-07 Capital Budget by \$6,000,000

EXHIBITS ATTACHED:    [Exhibit 1 - Resolution authorizing SFRTA Chair to Execute TRIP Agreement](#)  
                                      [Exhibit 2 - Transportation Regional Incentive Program Agreement](#)

TRANSPORTATION REGIONAL INCENTIVE PROGRAM (TRIP) AGREEMENT  
FM #421871-1-94-01 AND #421871-2-94-01 WITH THE STATE OF FLORIDA DEPARTMENT OF  
TRANSPORTATION FOR TRIP FUNDS TO PURCHASE TRI-RAIL ROLLING STOCK

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SUMMARY EXPLANATION AND BACKGROUND: (Continued)

The funding package will allow the purchase of eight (8) cab cars and four (4) trailer cars, at a total cost of approximately \$24,000,000 in the current fiscal year. Key to the funding package was the Board's approval of the expenditure of \$6,000,000 of SFRTA's county contribution capital funds that can be matched (two-for-one) with \$12,000,000 of Federal funds and (one-for-one) \$6,000,000 of FDOT Funds (all FY2006/2007).

Section 343.58, Florida Statutes of SFRTA's enabling legislation requires each county to provide \$2.67 million annually. These funds are being used to attract both Federal and State funding for the capital purchase of Tri-Rail rolling stock.

Staff is requesting Board approval of the Resolution (Exhibit 1) authorizing the SFRTA Chair to execute the TRIP Agreement (Exhibit 2) between the SFRTA and FDOT to secure the \$6,000,000 in TRIP funds to purchase Tri-Rail Rolling Stock in FY 2006-07.

TRANSPORTATION REGIONAL INCENTIVE PROGRAM (TRIP) AGREEMENT  
FM #421871-1-94-01 AND #421871-2-94-01 WITH THE STATE OF FLORIDA DEPARTMENT OF  
TRANSPORTATION FOR TRIP FUNDS TO PURCHASE TRI-RAIL ROLLING STOCK

---

Recommended by: Daniel Marzys 4/18/07  
Department Director Date

Approved by: [Signature] 4/18/07  
Procurement Director Date

Authorized by: [Signature] 4/18/07  
Executive Director Date

Approved as to Form by: \_\_\_\_\_  
General Counsel Date

Board Action:

Approved: \_\_\_\_\_ Yes \_\_\_\_\_ No

Vote: \_\_\_\_\_ Unanimous

Amended Motion:

Commissioner Bruno Barreiro \_\_\_\_\_ Yes \_\_\_\_\_ No

Commissioner Jeff Koons \_\_\_\_\_ Yes \_\_\_\_\_ No

James A. Cummings \_\_\_\_\_ Yes \_\_\_\_\_ No

John Martinez \_\_\_\_\_ Yes \_\_\_\_\_ No

Commissioner Josephus Eggelation \_\_\_\_\_ Yes \_\_\_\_\_ No

George A. Morgan, Jr. \_\_\_\_\_ Yes \_\_\_\_\_ No

Marie Horenburger \_\_\_\_\_ Yes \_\_\_\_\_ No

Bill T. Smith \_\_\_\_\_ Yes \_\_\_\_\_ No

Neisen Kasdin \_\_\_\_\_ Yes \_\_\_\_\_ No



Tracking No. \_\_\_\_\_  
Page 3

AGENDA ITEM NO.

TRANSPORTATION REGIONAL INCENTIVE PROGRAM (TRIP) AGREEMENT  
FM #421871-1-94-01 AND #421871-2-94-01 WITH THE STATE OF FLORIDA DEPARTMENT OF  
TRANSPORTATION FOR TRIP FUNDS TO PURCHASE TRI-RAIL ROLLING STOCK

---

Recommended by: \_\_\_\_\_  
Department Director Date

Approved by: \_\_\_\_\_  
Procurement Director Date

Authorized by: \_\_\_\_\_  
Executive Director Date

Approved as to Form by:  4/13/07  
General Counsel Date

## Board Action:

Approved: \_\_\_\_ Yes \_\_\_\_ No

Vote: \_\_\_\_ Unanimous

## Amended Motion:

Commissioner Bruno Barreiro \_\_\_\_ Yes \_\_\_\_ No

Commissioner Jeff Koons \_\_\_\_ Yes \_\_\_\_ No

James A. Cummings \_\_\_\_ Yes \_\_\_\_ No

John Martinez \_\_\_\_ Yes \_\_\_\_ No

Commissioner Josephus Eggelation \_\_\_\_ Yes \_\_\_\_ No

George A. Morgan, Jr. \_\_\_\_ Yes \_\_\_\_ No

Marie Horenburger \_\_\_\_ Yes \_\_\_\_ No

Bill T. Smith \_\_\_\_ Yes \_\_\_\_ No

Neisen Kasdin \_\_\_\_ Yes \_\_\_\_ No

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY (SFRTA)  
RESOLUTION NO. 07-03**

**RESOLUTION APPROVING TRANSPORTATION REGIONAL  
INCENTIVE PROGRAM (TRIP) AGREEMENT FM #421871-1-94-01  
AND FM #421871-2-94-01 WITH THE STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION FOR TRIP FUNDS TO  
PURCHASE TRI-RAIL ROLLING STOCK; PROVIDING FOR  
SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, the South Florida Regional Transportation Authority (“SFRTA”) is a body politic and corporate, a public instrumentality and an agency of the State of Florida pursuant to Florida Statutes, Chapter 343; and

WHEREAS, Transportation Regional Incentive Program (“TRIP”) funds are available from the Florida Department of Transportation to fund capital acquisitions; and

WHEREAS, Staff proposes to use \$6 million in TRIP funds, along with SFRTA’s required match of \$6 million using county capital contributions, to match with \$12 million in Federal funds, for the purpose of purchasing additional rolling stock for Tri-Rail operations;

NOW, THEREFORE, BE IT RESOLVED BY GOVERNING BOARD OF THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY:

Section 1. The recitals contained in the preamble to this Resolution are incorporated by reference herein.

Section 2. The Transportation Regional Incentive Program Agreement (FM #421871-1-94-01 AND FM #421871-2-94-01) with the State of Florida Department of Transportation for TRIP Funds to Purchase Tri-Rail Rolling Stock is hereby approved. A copy of the agreement is attached to and made a part of this resolution as Exhibit 1.

Section 3. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

Section 4. This Resolution shall take effect immediately upon its adoption, and any provisions of any previous resolutions in conflict with the provisions herein are hereby superseded.

[Remainder of page left intentionally blank.]

The foregoing resolution was offered by Board Member \_\_\_\_\_, who moved its adoption. The motion was seconded by Board Member \_\_\_\_\_, and upon being put to vote, the votes were as follows:

Member  
Member  
Member  
Member  
Member  
Member  
Member  
Member  
Member  
Member  
Member  
Chairman

The Chairperson thereupon declared the resolution duly passed and adopted this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY (SFRTA)**

**By:** \_\_\_\_\_

**SFRTA Secretary**

**Exhibit 1**  
**TRIP Agreement with FDOT**

Updated 03/29/2006

CSFA No. 55.026  
 FINANCIAL PROJECT NO.: 421871-1-94-01&  
 421871-2-94-01  
 BROWARD COUNTY

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
 TRANSPORTATION REGIONAL INCENTIVE PROGRAM AGREEMENT**

This is an Agreement by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT," and SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, hereinafter referred to as the AUTHORITY."

**W I T N E S S E T H**

1. WHEREAS, the DEPARTMENT has the authority, under Fla. Stat. §334.044, to enter into this Agreement; and
2. WHEREAS, the Transportation Regional Incentive Program was created by Fla. Stat. §339.2819 to provide funds to improve regionally significant transportation facilities in "regional transportation areas" pursuant to Fla. Stat. §339.155 (5); and
3. WHEREAS, the AUTHORITY has certified to the DEPARTMENT that it has met the eligibility requirements of Fla. Stat. §339.2819; and
4. WHEREAS, the SOUTHEAST FLORIDA TRANSPORTATION COUNCIL, acting as a designated regional partnership under Fla. Stat §339.155 (5)(c) and formed by an interlocal agreement, designated Tri-Rail as a regional facility by resolution, a copy of which is incorporated into this agreement and attached. (Exhibit A)
5. WHEREAS, the DEPARTMENT is willing to provide the AUTHORITY with financial assistance under Financial Project No. 421871-1-94-01 and 421871-2-94-01 hereinafter referred to as the "PROJECT," in accordance with Fla. Stat. §339.2819; and
6. WHEREAS, the AUTHORITY by Resolution No. \_\_\_\_\_ dated the \_\_\_\_ day of \_\_\_\_\_, 2007, a copy of which is attached hereto and made a part hereof, has authorized the Chairman of its Board or designee to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties agree as follows:

**1. SERVICES AND PERFORMANCE**

A) The PROJECT consists of funding assistance for the purchase Tri-Rail Rolling Stock. This will be a Capital project.

B) The AUTHORITY agrees to undertake the PROJECT in accordance with all applicable, federal, state and local statutes, rules and regulations, and standards. The AUTHORITY shall be responsible for obtaining clearances/permits required for the PROJECT from the appropriate permitting authorities. Upon completion of the PROJECT, the AUTHORITY shall certify to the DEPARTMENT that the PROJECT has been completed in accordance with the applicable standards, statutes, rules and regulations in writing.

- C) The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of work being done by the AUTHORITY and of the details thereof. Coordination shall be maintained by the AUTHORITY with representatives of the DEPARTMENT. The AUTHORITY shall provide the DEPARTMENT with quarterly progress reports.
- D) The AUTHORITY shall not sublet, assign or transfer any work under this Agreement without prior written consent of the DEPARTMENT.
- E) All notices under this Agreement shall be directed to the following addresses:

**TO DEPARTMENT:**

Florida Department of Transportation  
Office of Modal Development  
3400 West Commercial Blvd.  
Fort Lauderdale, Florida 33309

**TO AUTHORITY:**

South Florida Regional Transportation Authority  
800 NW 33<sup>rd</sup> Street, Suite 100  
Pompano Beach, Florida 33064

**2. TERM**

- A) The AUTHORITY agrees to complete the project on or before October 30, 2008.
- B) This Agreement shall not be renewed. Any extension shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement and contingent upon the DEPARTMENT'S District Secretary's or Designee's Approval.

**3. COMPENSATION AND PAYMENT**

- A) The AUTHORITY and the DEPARTMENT agree to share the cost of this project 421871-1-94-01 & 421871-2-94-01. The AUTHORITY agrees to provide one-half (1/2) of the match for PROJECT expenditures and the DEPARTMENT agrees to provide the other one-half (1/2) pursuant to Fla. Stat. §339.2819.
- B) The estimated total cost as set forth in the DEPARTMENT'S adopted work program for this PROJECT is \$12,000,000.00 (TWELVE MILLION). The estimated AUTHORITY share for one-half (1/2) the PROJECT is \$6,000,000.00 (SIX MILLION). The estimated DEPARTMENT share for one-half (1/2) the PROJECT is \$6,000,000.00 (SIX MILLION) which is the maximum participation by the DEPARTMENT. The parties further agree all remaining costs of the PROJECT will be borne by the AUTHORITY.
  - i) In the event the AUTHORITY proceeds with the purchase of the rolling stock for the PROJECT with its own forces, the AUTHORITY will only be reimbursed for direct costs (this excludes general and administrative overhead).
  - ii) All costs charged to the PROJECT shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

- C) Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT'S under Section 334.044 (29), Florida Statutes.
- D) If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.
- E) The AUTHORITY must submit the final invoice to the DEPARTMENT within 180 days after the last purchase. Invoice submitted after the 180 day time limit will not be paid.
- F) The DEPARTMENT'S obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.
- G) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit.
- H) Travel costs will not be reimbursed.
- I) The AUTHORITY shall submit quarterly invoices with 3 (three) original invoice summary sheets, plus 3 (three) copies of supporting documentation required by the DEPARTMENT. The DEPARTMENT has 10 (ten) working days for review and submittal to Financial Services for processing.
- J) A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payments(s) from a state and/or COUNTY/AUTHORITY. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Department of Financial Services Hotline, 1-800-848-3792.
- K) Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred includes the AUTHORITY's general accounting records and the project records, together with supporting documents and records of the AUTHORITY and all subcontractors performing work on the project, and all other records of the AUTHORITY and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.

- L) The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

#### **4. RESPONSIBILITY AND INSURANCE**

##### **A) RESPONSIBILITY**

- i) The AUTHORITY agrees to be fully responsible for acts and omissions of their agents and employees. Nothing in this agreement shall be construed or interpreted to serve as a waiver of sovereign immunity. Nothing contained herein shall be construed as consent by the DEPARMTNET to be sued by third parties in any matter arising out of this agreement or any other contract.
- ii) When either party receives notice of claim for damages that may have been caused by the other party in the performance of services required under this Agreement, that party will immediately forward the claim to the other party. Each party will evaluate the claim, and report its findings to each other within fourteen (14) working days and jointly discuss options in defending the claim. A party's failure to promptly notify the other of a claim will not act as a waiver or any right herein.
- iii) The AUTHORITY agrees to include the following indemnification in all contracts with contractors/subcontractors, consultants/sub consultants, who perform work in connection with this Agreement:

"The contractor/consultant shall indemnify, defend, save, and hold harmless the DEPARTMENT and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor, its officers, agents, or employees. Neither the contractor/consultant, nor any of its officers, agents, or employees will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents, or employees."



**B) LIABILITY INSURANCE.**

- i) The AUTHORITY shall carry and keep in force during the period of this Agreement a general liability policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$100,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$50,000 each occurrence, for the services to be rendered in accordance with this Agreement. However, in the event the AUTHORITY maintains a self-insurance fund to cover such liability, the AUTHORITY agrees to maintain sufficient reserves in the fund to pay the above-described liability limits. In addition to any other forms of insurance or bonds required under the terms of this Agreement, the AUTHORITY must comply or cause its contractor to comply with §7-13 of the DEPARTMENT'S Standard Specifications for Road and Bridge Construction (2000), as amended.

**C) WORKERS' COMPENSATION.**

- i) The AUTHORITY shall also carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

**5. COMPLIANCE WITH LAWS**

- A) The AUTHORITY shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the AUTHORITY in conjunction with this Agreement. Failure by the AUTHORITY to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.
- B) The AUTHORITY shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- C) No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.
- D) The AUTHORITY and the DEPARTMENT agree that the AUTHORITY, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Agreement for purposes other than those set out in §337.274, Florida Statutes.

**6. AUDITS**

- A) The administration of resources awarded by the DEPARTMENT to the AUTHORITY may be subject to audits and/or monitoring by the DEPARTMENT, as described in this section.

B) MONITORING

- i) In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the DEPARTMENT. In the event the DEPARTMENT determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the DEPARTMENT staff to the AUTHORITY regarding such audit. The AUTHORITY further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the DEPARTMENT's Office of the Inspector General, the Chief Financial Officer (CFO) or Auditor General.

C) AUDITS

i) PART I: FEDERALLY FUNDED

(1) Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

(2) In the event that the recipient expends \$500,000 for fiscal years ending after December 31, 2003 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department by this agreement, if applicable. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

(3) In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

(4) If the recipient expends less than \$500,000 for fiscal years ending after December 31, 2003 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 for fiscal years ending after December 31, 2003 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

- (5) Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

ii) PART II: STATE FUNDED

- (1) Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2) (l), Florida Statutes) are to have audits done annually using the following criteria:
- (2) In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 for fiscal years ending on September 30, 2004, and thereafter in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department by this agreement, if applicable. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
- (3) In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- (4) If the recipient expends less than \$500,000 in state financial assistance in its fiscal year ending on September 30, 2004, and thereafter, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
- (5) State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

iii) PART III: OTHER AUDIT REQUIREMENTS

- (1) The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.
- (2) Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the FDOT, the Comptroller, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

iv) PART IV: REPORT SUBMISSION

- (1) Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

Florida Department of Transportation  
Office of Modal Development  
3400 West Commercial Boulevard  
Fort Lauderdale, Florida 33309-3421

- (2) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132

- (3) Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

- (4) In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to the following:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132

- (5) In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department at the following address:

Florida Department of Transportation  
Office of Modal Development  
3400 West Commercial Boulevard  
Fort Lauderdale, Florida 33309-3421

- (6) Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to the following:

Florida Department of Transportation  
Office of Modal Development  
3400 West Commercial Boulevard  
Fort Lauderdale, Florida 33309-3421

- (7) The Auditor General's Office at the following address:

Auditor General's Office  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

- (8) Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to the Department at the following address:

Florida Department of Transportation  
3400 West Commercial Boulevard  
Fort Lauderdale, Florida 33309-3421

(9) Any reports, management letter, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(10) Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### **V) PART V: RECORD RETENTION**

(1) The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit working papers are made available to the Department, or its designee, the state CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

### **7. TERMINATION AND DEFAULT**

- A) This Agreement may be canceled by either the AUTHORITY or the DEPARTMENT upon sixty (60) days written notice.
- B) If the DEPARTMENT determines that the performance of the AUTHORITY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the AUTHORITY of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.
- C) If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the AUTHORITY, the DEPARTMENT shall notify the AUTHORITY of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- D) If the Agreement is terminated before performance is completed, the AUTHORITY shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the AUTHORITY.

## **8. MISCELLANEOUS**

- A) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- B) The DEPARTMENT shall not be obligated or liable hereunder to any party other than the AUTHORITY.
- C) In no event shall the making by the DEPARTMENT of any payment to the AUTHORITY constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the AUTHORITY, and the making of such payment by the DEPARTMENT while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.
- D) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. The parties agree that all commitments, agreements, or understandings concerning the subject matter of this Agreement are contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the AUTHORITY and the DEPARTMENT.
- E) If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.
- F) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any judicial proceedings arising out of this Agreement shall be in Leon County, Florida.
- G) This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the PROJECT is completed and accepted and payment made by the DEPARTMENT or terminated in accordance with §07.  
**TERMINATION AND DEFAULT.**
- H) An entity or affiliate which has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

Updated 03/29/2006

- I) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.



IN WITNESS WHEREOF, the AUTHORITY has caused this Agreement to be executed in its behalf, by the Chairman of the Board for the South Florida Regional Transportation Authority or its designee, as authorized by **Resolution Number** \_\_\_\_\_, and the FLORIDA DEPARTMENT OF TRANSPORTATION has caused this Agreement to be executed in its behalf through its District Secretary or authorized designee:

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**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, FLORIDA**

ATTEST

_____	(Seal)	_____
CLERK		TITLE
_____	Date	_____
		Print Name
		_____
		Date

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**

ATTEST

_____	(Seal)	By: _____
EXECUTIVE SECRETARY		DISTRICT SECRETARY OR DESIGNEE
		DISTRICT <u>4</u>
_____	Date	_____
Print Name		Print Name
		_____
		Date

Fla. Dept. of Trans. Legal Review:

By: \_\_\_\_\_

\_\_\_\_\_

Date

Availability of Funds Approval:

\_\_\_\_\_

Date

## EXHIBIT - 1

### **STATE RESOURCES**

Agency: Florida Department of Transportation  
Catalog of State Financial Assistance: Transportation Regional Incentive Program (55.026)  
Amount:

### **Compliance Requirements**

1. The project must be regionally significant and derived from a regional transportation plan.
2. The regional transportation plan must be created by a regional transportation area created pursuant to Section 339.155(5) Florida Statutes.
3. The project must meet the minimum eligibility criteria listed in Section 339.2819 Florida Statutes.
4. Funds will only be provided for capital expenses. Operations are not covered through TRIP.

**NOTE:** Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.



**INTERLOCAL AGREEMENT CREATING THE SOUTHEAST FLORIDA  
TRANSPORTATION COUNCIL FOR REGIONAL TRANSPORTATION  
PLANNING AND COORDINATION IN SOUTH FLORIDA**

This Interlocal Agreement is made and entered into this 9th day of January, 2006, by and between the Miami-Dade Metropolitan Planning Organization (herein after the MDMPO), the Broward County Metropolitan Planning Organization (herein after the BCMPO), and the Palm Beach Metropolitan Planning Organization (herein after the PBMPO); each entity created pursuant to the provisions of Chapters 163.01 and 339.175, Florida Statutes.

WHEREAS, the MDMPO, the BCMPO and the PBMPO have coordinated transportation planning activities across county lines and on a regional basis for a number of years as an informal activity; and,

WHEREAS, following the 2000 Census, the United States Bureau of the Census has designated the Miami Urbanized Area, which includes portions of Miami-Dade, Broward and Palm Beach counties; and,

WHEREAS, the economic health of the region is greatly affected by availability and convenience of transportation services; and,

WHEREAS, there is a need to address transportation on a regional basis to meet growing travel demands and obtain federal and state funding in the current competitive process; and,

WHEREAS, Chapter 339.175(5)(i)(2), F.S. provides for creation of an administrative entity to coordinate regional transportation planning goals and activities consistent with federal and state law; and,

WHEREAS, the MDMPO, the BCMPO and the PBMPO desire to create a formal mechanism to coordinate transportation planning activities in the South Florida region.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the MDMPO, the BCMPO and the PBMPO agree as follows:

Section 1. Name. The administrative entity created pursuant to this agreement shall be designated as the Southeast Florida Transportation Council (herein after the SEFTC).

Section 2. Purpose and Duties. The purpose of this agreement is to create and establish the duties and responsibilities of a separate administrative entity to serve as a forum for coordination and communication among the MPO's, Florida Department of Transportation Districts 4 and 6, the Florida Turnpike Enterprise,

FILE NUM 20060018107 OR BOOK PAGE 197801515 DATE: 01/10/2006 15:00:20 Pgs 1515 - 1520 (6pgs)  
Sharon R. Beck, CLERK & COMPTROLLER

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the South Florida Regional Transportation Authority, the South Florida Regional Planning Council, the Treasure Coast Regional Planning Council, Monroe County, Martin County MPO, St. Lucie County MPO and other agencies and organizations involved in transportation planning and programs in South Florida. This coordination will be conducted in accordance with the requirements of Chapter 339.175, F.S. and the Transportation Equity Act for the 21<sup>st</sup> Century (TEA 21) and subsequent legislative actions deemed appropriate for inclusion by the MPO's. Coordination will include long range transportation planning, short range programming and activities to support regional multimodal transportation projects. The results of the coordination process will be provided to the various agencies as guidance in the development of required transportation plans and programs within the urbanized area.

The duties of the SEFTC entity shall include the development of:

- a Regional Long Range Transportation Plan;
- a process for prioritization of regional projects;
- a regional public involvement process; and
- performance measures to assess the effectiveness of regional coordination activities.

In performing the duties of the SEFTC, agreement of all voting members shall be required for adoption of recommendations to the MPO's for inclusion in their respective transportation plans and programs.

Section 3. Organization, Boundaries and Membership. The SEFTC membership shall consist of voting members representing agencies and organizations involved in transportation planning and programming required by Chapter 339.175, F.S. and TEA 21 and its successors. The initial boundaries of the SEFTC shall encompass the Miami Urbanized Area as designated by the U. S. Bureau of the Census.

The voting membership of the SEFTC shall consist of representatives of the entities charged by federal and state law with the responsibility for transportation planning and shall include the Chair of each Metropolitan Planning Organization who is a party to this agreement. An alternate, who is a member of the respective MPO, may be designated by that MPO and shall serve in the absence of the respective Chair with all the powers and duties of the member Chair. Each member shall have one vote. A simple majority of the voting membership shall constitute a quorum and be required to pass motions except as otherwise noted herein.

The SEFTC may appoint committees to review and provide recommendations to the members related to transportation matters of a regional nature. These committees will operate under the same general procedures as the SEFTC.

Section 4. Conduct of Meetings. Officers shall include a Chair and a Vice-Chair. The Chair and Vice-Chair shall be elected annually during the first meeting of each calendar year and shall serve for one-year terms. If the Chair is unable to fulfill the duties of office for any reason, the Vice-Chair shall perform the duties of Chair. Meetings shall be held at least quarterly on a rotating basis with the meeting host rotating each quarter among the member MPO's. The Chair shall conduct the meetings but shall have no extraordinary membership powers or responsibilities. Special meetings may be called by a majority of the members. Reasonable notice must be provided to all members for special meetings. The host MPO shall be responsible for ensuring the notice requirements of Chapter 286.011, F.S. have been met and that meetings are held in a facility accessible to persons with disabilities in compliance with Title II of the Americans with Disabilities Act.

Meetings shall be conducted in accordance with any applicable statute, then any procedural rules adopted by the SEFTC, and finally with Robert's Rules of Order. For the purposes of the SEFTC, the Chair shall have the ability to make and second motions to be considered by the membership.

Section 5. Staffing, Professional Services and Financial Support. Pursuant to Chapter 339.175(5)(i)(2), F.S., the Parties agree that the Directors of the member MPO's will be responsible for carrying out the regional work programs and coordinating process as directed by the SEFTC; provided, however, that should a direction of the SEFTC directly conflict with the officially-adopted policy direction of a member MPO, staff of that MPO may ask that the work in question be performed by staff of some other MPO. Expenses concerning projects assigned to a lead Metropolitan Planning Organization may be paid by the regional set-aside specified in its Unified Planning Work Program. The provision of professional services to the administrative entity, including legal review, shall be as agreed by the Parties from time to time, with the exception that no legal counsel shall be required to render advice to the entity or representation to the members thereof absent each individual member's waiver of any conflict and authorization of joint representation, as provided for by Florida Bar Rule 4-1.7. Notwithstanding the foregoing, the Parties do not authorize this administrative entity to incur for itself any cost or expense, nor to obtain or retain funds from any source. The entity created by this Agreement is not authorized to conduct any banking or other financial transactions of any kind, nor to receive or disburse any funds. Instead, all financial support for this entity, including the payment of costs and expenses related to its operation, shall be borne by member MPO's, on an equitable basis as decided among the MPO's. The voting members of the SEFTC may, by separate resolution, adopt more specific financial support allocation methods as may be deemed necessary, and may appoint a lead MPO to receive and administer funds for the entity. The Parties agree to work together to seek new sources of funding to assist the member MPO's with the added costs and expenses associated with the operations of this new administrative entity.

Section 6. Record Keeping – The staff of the host MPO shall provide a recording secretary for that meeting. Record keeping and other clerical responsibilities shall be the duty of the Metropolitan Planning Organization staff consistent with the rotation for hosting the meeting. All minutes shall be distributed to other members prior to the next quarterly meeting date. Duplicate records of the official proceedings of the Committee will be kept in each Metropolitan Planning Organization office. The SEFTC shall designate one of the member MPO's to be the records custodian for all official records. Records shall be maintained in accordance with the public records law, Chapter 119, Florida Statutes.

Section 7. Conflict Resolution – The conflict resolution process will focus primarily on surface transportation plans and programs with regional significance as determined by the SEFTC. Each MPO will retain the authority to limit the decision-making authority of its respective Chair or designated alternate to such action as agreed to by a majority of its respective MPO Board. The process will generally follow the steps as set forth in this section.

The initiating party shall send letters to the other party (ies) and the SEFTC, setting forth the issue. At the next SEFTC meeting, the Board will direct the MPO directors to review the initiation letter and provide a recommendation and supporting rationale at the following SEFTC meeting as to the involvement of the Board in addressing the issue. Should the Board decide to consider the issue, the initiating party shall have sixty (60) days to provide a report to the SEFTC setting forth the issue and the related concerns and impacts. The Board will schedule a settlement meeting for the following SEFTC meeting, unless an emergency situation occurs which requires a special meeting be held prior to the regular meeting. Prior to the settlement meeting, the SEFTC will prepare and distribute a report assessing the issues identified in the dispute.

At the settlement meeting, all parties will present their interests and concerns, explore options, and seek a mutually acceptable settlement. If an acceptable agreement cannot be reached, some or all parties may agree to additional settlement meetings or may go outside the SEFTC conflict resolution process and seek mediation or an administrative or judicial determination.

Section 8. Risk of Loss – The Parties acknowledge that as a mere administrative entity, the SEFTC cannot sue or be sued, nor bear any legal liability. Therefore, the Parties agree that each shall continue to maintain such insurance coverage as may be required to cover the additional risks associated with membership and participation in the SEFTC entity. Members covered by a self-insurance program shall notify their respective covering-entities of this agreement so that any added risk may be factored. The Parties further agree that under no circumstances shall any member of the SEFTC seek to recover against any other member for any loss associated with this Agreement or the work of the SEFTC.

Section 9. Duration of Agreement – This Agreement shall have a term of 5 years and shall automatically renew at the end of said 5 years for another 5-year term and every five years thereafter. At the end of the 5-year term and at least every 5 years thereafter, the Parties hereto shall examine the terms hereof and agree to amend provisions or reaffirm the same. However, the failure to amend or to reaffirm the terms of this Agreement shall not invalidate or otherwise terminate this Agreement.

Section 10. Termination - This Agreement shall continue in force until terminated with or without cause by a unanimous vote of the member MPO's.

Section 11. Modification – This Agreement may only be modified by a unanimous vote of the members. This Agreement and any amendments or modifications to the Agreement shall become effective upon execution and recordation in the official public records of the each county of each voting member.

Section 12. Rescission - Any MPO may terminate its participation in this Agreement upon thirty (30) days written notice. The 30-day notice requirement shall commence upon giving of the notice. Notice of intent to terminate shall be given in writing to the other member agencies. Said notice shall be transmitted to the official office of the member agencies by certified mailed, return receipt requested. The mailing address for each member is as follows:

Miami-Dade MPO  
Stephan P. Clark Center  
111 N W 1<sup>st</sup> Street, Suite 910  
Miami, Florida 33128

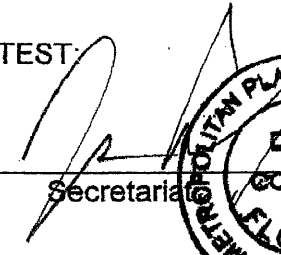
Broward County MPO  
115 South Andrews Avenue, Room 329H  
Fort Lauderdale, Florida 33301

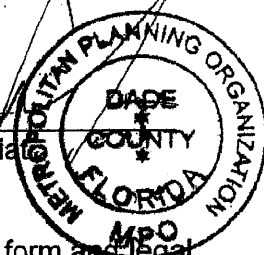
Palm Beach MPO  
160 Australian Avenue, Suite 201  
West Palm Beach, Florida 33406

IN WITNESS WHEREOF, the parties herein have executed this Interlocal Agreement by their duly authorized officials as of the day and year written above.

MIAMI-DADE METROPOLITAN PLANNING ORGANIZATION

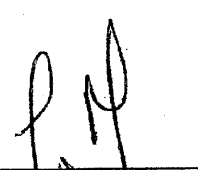
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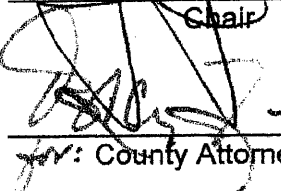
  
\_\_\_\_\_  
Secretary



Approved as to form and legal sufficiency.

BY:

  
\_\_\_\_\_  
Chair

  
\_\_\_\_\_  
County Attorney - 12/12/05

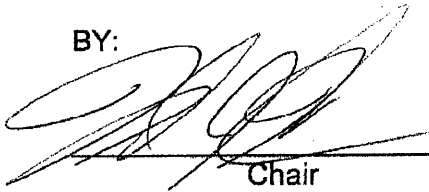
BROWARD COUNTY METROPOLITAN PLANNING ORGANIZATION

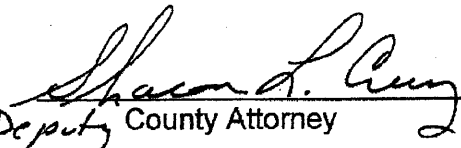
ATTEST:

  
\_\_\_\_\_  
Executive Director

Approved as to form and legal sufficiency.

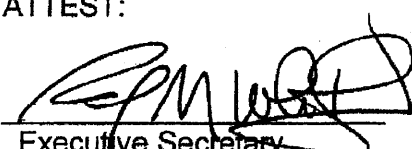
BY:

  
\_\_\_\_\_  
Chair

  
\_\_\_\_\_  
Deputy County Attorney

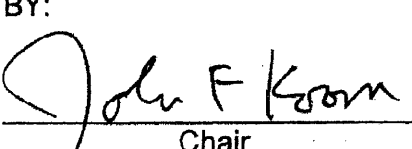
PALM BEACH METROPOLITAN PLANNING ORGANIZATION

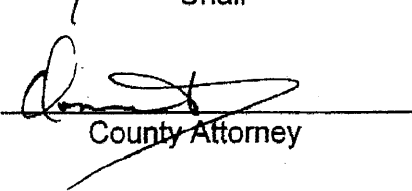
ATTEST:

  
\_\_\_\_\_  
Executive Secretary

Approved as to form and legal sufficiency.

BY:

  
\_\_\_\_\_  
Chair

  
\_\_\_\_\_  
County Attorney

Revised April 6, 2005



## **Exhibit "A"**

### **MINUTES**

#### **SOUTHEAST FLORIDA TRANSPORTATION COUNCIL**

Thursday, November 2, 2006 – 11:00 AM

Fort Lauderdale Grande Hotel

1881 SE 17<sup>th</sup> Street, Ft. Lauderdale, FL

**MEMBERS** Mayor Richard J. Kaplan, City of Lauderdale, Chair

**PRESENT:** Commissioner Jeff Koons, Palm Beach County  
Commissioner Joe Martinez, Miami-Dade County

**ALSO** Jim Wolfe, Secretary, FDOT District IV

**PRESENT:** Lois Busch, FDOT District IV  
Stacy Miller, FDOT District IV  
Roger Del Rio, Acting Director, Broward MPO  
Randy Whitfield, Director, Palm Beach MPO  
Jose Mesa, Director, Miami-Dade MPO

Call to order.

#### **Adoption of Agenda**

The Chair informed the attendees that the Regional Corridor Amendments were presented at a prior meeting. Regarding the Transportation Regional Incentive program priorities, a scrivener's error was noted and corrected, i.e. that NW 31 Avenue should read NW 31 Street in the City of Margate. The motion was approved unanimously.

Randy Whitfield read staff recommendation: "The SEFTC approve the revised Regional Corridor criteria with the additions and approve the amended Regional Corridors list and map to include the facilities meeting the criteria". The members approved the Regional Corridor criteria and map unanimously.

Jim Wolfe, FDOT District Secretary informed the audience that the agency reviewed and approved the prioritization list for TRIP and the Department concurs that it is in compliance with the Growth Management Statutes and that both Districts IV and VI will be able to proceed with programming the TRIP funds. However, during prior discussions with SEFTC Jim Wolfe noted the desirable look and feel of that list. He noted that the list should be combined, merged, and it should be prioritized. He moreover noted, that while the list is in compliance and is being approved, it is not the way FDOT needs it to be in the future. He suggested that staff work together between now and the next SEFTC meeting and come up with a plan that merges and prioritizes the list, so that SEFTC members can see what it looks like and if they like it.

Jim Wolfe recommended that by the next SEFTC meeting they can adopt a revised list, with the same projects, but in a different format. Commissioner

Martinez concurred that the list should not be divided by districts and that if SEFTC was to be an example of regional cooperation for the entire state, and perhaps even the country, that these provisions be made; that a consolidated list with priorities and perhaps tiers be prepared.

Mayor Kaplan confirmed that such list was initially requested to staff, and Randy Whitfield added that Broward and Palm Beach counties are preparing an evolving prioritized list. Jim Wolfe continued saying that SEFTC has an opportunity to be the model for the rest of the state, because in fact merging and prioritization has been a difficult issue around Florida; that we are not the only ones struggling with this issue, but that we have an opportunity to get out ahead. There is a larger context than whether FDOT can program the TRIP funds and do the TRIP process that also needs regional planning, prioritization. In fact South Florida is one transportation network and FDOT has lots of issues to grapple with over the future. FDOT looks at projects like the commuter rail on FEC and that we all will have to come together on this issue and have one merged plan to figure out how to do that. There are other projects that cross county and district lines. Behind the 2003 agreement to do some mutual planning, SEFTC took a large leap in that direction complying with the spirit of the Growth Management Plan.

Roger Del Rio stated that SR7 Bus Rapid Transit was a Broward County project originally designated by the MPO for future funding. The MPO has allocated 10 M Dollars for the purchase of buses and bus stop amenities, but the funding for operating the system is missing and we do not have that commitment from the tri-counties.

The Chair reiterated two subjects from the previous SEFTC meeting:

1. The process to develop a website and information for public knowledge of what this organization is doing. He would like a report on how public participation is included in the goals of this regional body. We need to make ourselves more visible, put the regional plan out for everyone to be informed.
2. To start looking for a dedicated funding source as a region by creating a dedicated funding source available to all similar regions so that we are not on our own trying to do this. Each county can do a little bit, but that there is nothing on a regional level. Although TRIP funds are available, they are not a dedicated funding source of a renewable nature and they need to be created if we want a regional system.

Commissioner Martinez followed on the subject of regional unification by expressing that the SEFTC letterhead has three different logos. He directed staff to design one logo for SEFTC to show everybody that we are united.

Adjournment. There was no other business to come before the SEFTC, therefore the meeting adjourned at 11:30 a.m.

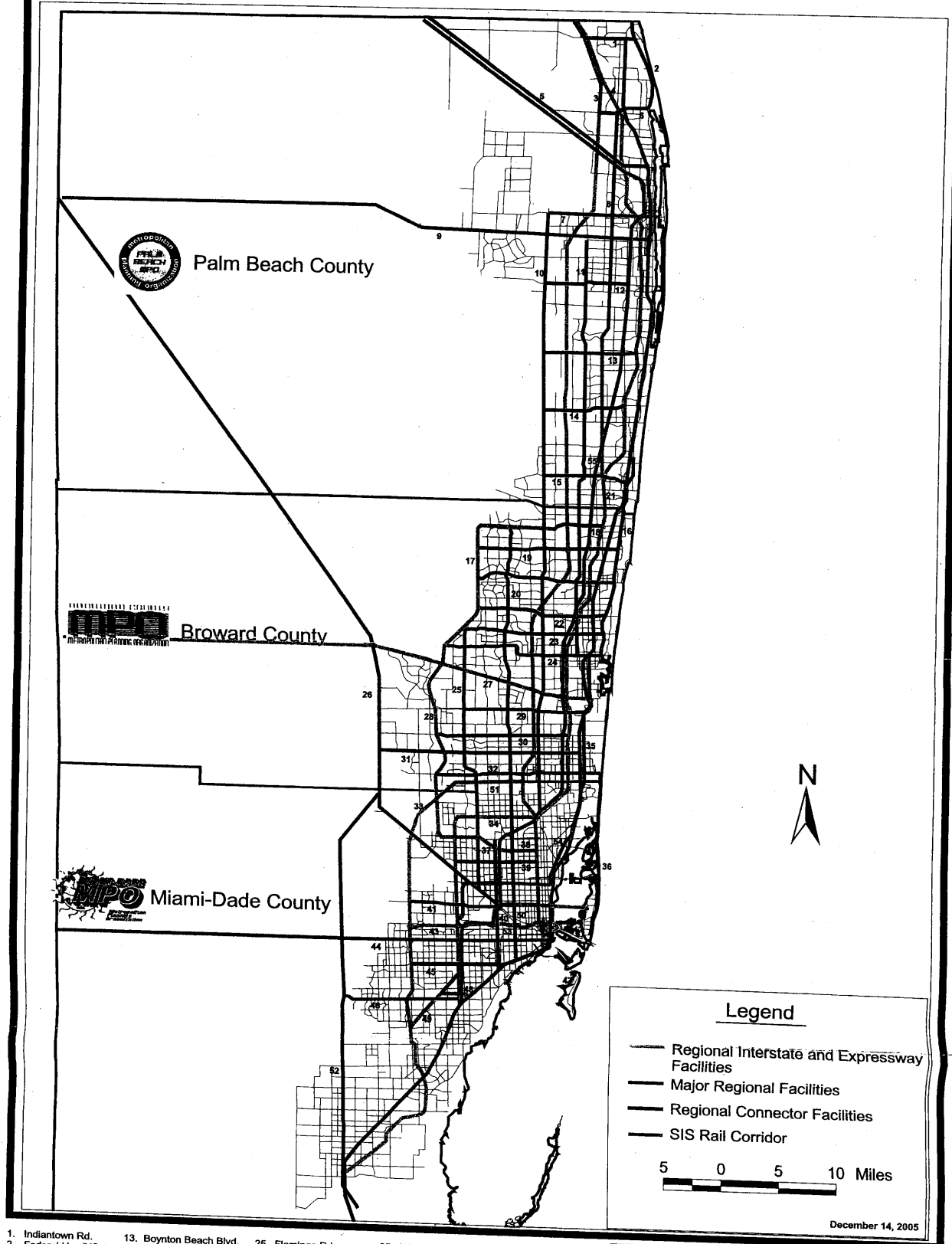
## REGIONAL CORRIDORS ADDITIONS

Jurisdiction	Facility	Limits	
Palm Beach	Indiantown Road	Fl Tpk	SR 710
	PGA Blvd	Fl Tpk	SR 710
	Jog Rd	Southern Blvd	SR 710
	US 1	Yamato Rd	PGA Blvd
	Lake Worth Rd	Congress Ave	Tri Rail Station
	45 St	Tri Rail Station	US 1
	Military Tr	PGA Blvd	Indiantown Rd
	Atlantic Ave	SR 7	Lyons Rd
Miami-Dade	NE/NW 163/167 St (SR 826)	I-95	A1A
	41 St	Alton Rd	A1A
	MacArthur Causeway	I-395	A1A
	SR 9	I-95	NW 27 Ave
	NW 37-42 Connector	LeJeune Rd	SR 826
	NW 103 St/W 49 St	SR 826	US 27
	SR 836/Dolphin Expwy	HEFT	NW 137 Ave
	NW/SW 137 Ave	SR 836	SW 152 St
	SW 40 St/Bird Rd	HEFT	SW 137 Ave
	SW 152 St/Coral Reef Dr	SW 137 Ave	US 1
	NW 74 St	NW 57 Ave/Red Rd	HEFT
Broward	University Dr	Sawgrass Exwy	Broward Cty Line
	Hillsboro Blvd	US-1	Coral Ridge Dr
	Broward Blvd	US-1	Flamingo Rd
	Griffin Rd	Flamingo Rd	US 27
	Sheridan St	Dixie Hwy	US 1
	Pembroke Rd	US-27	US 1
	Palm Ave	Pines Blvd	Sawgrass Expwy
	Pine Island Rd	Pines Blvd	Sample Rd
	Andrews Ave	Broward Blvd	Glades Rd

October 3, 2006

# Miami-Dade, Broward, and Palm Beach Counties

## Corridors of Regional Significance



- |                       |                         |                                      |                              |                  |
|-----------------------|-------------------------|--------------------------------------|------------------------------|------------------|
| 1. Indiantown Rd.     | 13. Boynton Beach Blvd. | 25. Flamingo Rd.                     | 35. US 1                     | 46. SW 88 St.    |
| 2. Federal Hwy/US 1   | 14. Atlantic Ave.       | 26. US 27 / SR 25                    | 36. A1A / Collins Ave.       | 47. I-395        |
| 3. Florida's Turnpike | 15. Glades Rd.          | 27. I-595                            | 37. Gratiot Exp.             | 48. SR 878       |
| 4. I-95               | 16. US 1                | 28. I-75                             | 38. NW 119 St.               | 49. SR 874       |
| 5. Bee Line Hwy.      | 17. Sawgrass Exp.       | 29. Griffin Rd.                      | 39. NW 103 St.               | 50. NW 27 Ave.   |
| 6. PGA Blvd.          | 18. SW 10 St.           | 30. Sheridan St.                     | 40. LeJeune Rd. / 42 Ave.    | 51. NW 57 Ave.   |
| 7. Okeechobee Blvd.   | 19. Sample Rd.          | 31. Hollywood Blvd. / Pines Blvd.    | 41. NW 36/41 St.             | 52. Krome Ave.   |
| 8. Military Trail     | 20. University Dr.      | 32. Hallendale Blvd. / Miramar Pkwy. | 42. I-195                    | 53. SR 112       |
| 9. Southern Blvd.     | 21. Atlantic Blvd.      | 33. HEFT                             | 43. SR 836                   | 54. FEC Railroad |
| 10. SR 7              | 22. Commercial Blvd.    | 34. SR 826 / Palmetto Exp.           | 44. SW 8 St. / Tamiami Trail | 55. Trirail      |
| 11. Powerline Rd.     | 23. Oakland Park Blvd.  |                                      | 45. SW 40 St. / Bird Rd.     |                  |
| 12. Lake Worth Rd.    | 24. Sunrise Blvd.       |                                      |                              |                  |

### Legend

- Regional Interstate and Expressway Facilities
- Major Regional Facilities
- Regional Connector Facilities
- SIS Rail Corridor

5 0 5 10 Miles

December 14, 2005

### Regional Corridor Facility Criteria

- Regional Interstate and Expressway Facilities** - Urban or Rural Principal Arterials - Interstate and Expressway
- Major Regional Facilities** - Urban or Rural Principal Arterials - Others that Cross County Lines
- Regional Connector Facilities** - Urban or Rural Principal Arterials - With Two or More Connections to Regional Interstate and Expressway Facilities
- SIS Rail Corridors** - Rail corridors identified by FDOT as Florida Strategic Intermodal Systems (SIS)

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
GOVERNING BOARD MEETING: APRIL 27, 2007

AGENDA ITEM REPORT

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☐ Consent    ☒ Regular

FISCAL YEAR 2006-07  
CAPITAL BUDGET AMENDMENT NO. 1

REQUESTED ACTION:

MOTION TO APPROVE: First Amendment to the South Florida Regional Transportation Authority (SFRTA) FY 2006-07 Capital Budget. This Amendment increases the Capital Budget by \$14,147,278 bringing the total FY 2006-07 Capital Budget to \$123,268,778.

SUMMARY EXPLANATION AND BACKGROUND:

At the May, 2006, Board Meeting the Board approved SFRTA's FY 2006-07 Capital Budget as part of the five (5) year Capital Improvement Plan. Staff based the Capital Budget on certain estimates: estimates of what Congress would appropriate for funds for FY 2006-07; estimates of what grants would be available to the SFRTA; and estimates of the costs of future projects. Staff is now proposing to increase the Capital Budget by \$14,147,278 to reflect revenues and appropriations more accurately.

Some of the significant changes to the FY 2006-07 Capital Budget are:

- An increase in Rolling Stock of \$14.5 million. On August 25, 2006, the Board authorized the use of \$6 million of county contributions towards the purchase of rail cars, to be matched with \$6 million in state funds, and eventually \$12 million in Federal Transit Administration (FTA) Funds. This Budget Amendment reflects SFRTA's and Florida Department of Transportation's (FDOT's) \$6 million commitment and \$2.5 million of FTA funding;

(Continued on page 2)

Department: Finance & Information Technology  
Project Manager: Elizabeth Walter

Department Director: Edward Woods  
Procurement Director: Christopher Bross

FISCAL IMPACT: This Budget Amendment increases SFRTA's 2006-07 Capital Budget by \$14,147,278.

EXHIBITS ATTACHED:    [Exhibit 1 – Revised FY 2006-07 Capital Budget-Revenue](#)  
                                      [Exhibit 2 – Revised FY 2006-07 Capital Budget-Expenses](#)

Tracking No. \_\_\_\_\_

AGENDA ITEM NO.

FISCAL YEAR 2006-07  
CAPITAL BUDGET AMENDMENT NO. 1

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SUMMARY EXPLANATION AND BACKGROUND: (Continued)

- \$401,280 of earmarks for Regional Universal Automated Fare Collection System (UAFC)/Smart Card);
- \$476,054 of earmarks for the West Palm Beach Intermodal Facility;
- Homeland Security Grant for \$342,944;
- An FDOT TRIP Grant of \$250,000 to be matched with \$250,000 in SFRTA funds;
- \$200,000 State Joint Participation Agreement for station improvements;
- \$100,000 State Joint Participation Agreement for improved Intermodal access in Palm Beach County;
- A transfer of \$4,952,700 from funds originally set aside for an administrative building to Ticket Vending Machines, Rolling Stock, Leasehold Improvements, and Preventive Maintenance.

Tracking No. \_\_\_\_\_

AGENDA ITEM NO.

FISCAL YEAR 2006-07  
CAPITAL BUDGET AMENDMENT NO. 1

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Recommended by: C. Wads 4-18-07  
Department Director Date

Approved by: CL-3 4/18/07  
Contracts Director Date

Authorized by: [Signature] 4/18/07  
Executive Director Date

Approved as to Form by: \_\_\_\_\_  
General Counsel Date

Board Action:

Approved: \_\_\_\_\_ Yes \_\_\_\_\_ No

Vote: \_\_\_\_\_ Unanimous

Amended Motion:

Commissioner Bruno Barreiro \_\_\_\_\_ Yes \_\_\_\_\_ No  
James A. Cummings \_\_\_\_\_ Yes \_\_\_\_\_ No  
Marie Horenburger \_\_\_\_\_ Yes \_\_\_\_\_ No  
Neisen Kasdin \_\_\_\_\_ Yes \_\_\_\_\_ No

Commissioner Jeff Koons \_\_\_\_\_ Yes \_\_\_\_\_ No  
John Martinez \_\_\_\_\_ Yes \_\_\_\_\_ No  
George A. Morgan, Jr. \_\_\_\_\_ Yes \_\_\_\_\_ No  
Mayor Josephus Eggelletion \_\_\_\_\_ Yes \_\_\_\_\_ No  
Bill T. Smith \_\_\_\_\_ Yes \_\_\_\_\_ No

Tracking No. \_\_\_\_\_

AGENDA ITEM NO.

FISCAL YEAR 2006-07  
CAPITAL BUDGET AMENDMENT NO. 1

Recommended by: \_\_\_\_\_  
 Department Director Date

Approved by: \_\_\_\_\_  
 Contracts Director Date

Authorized by: \_\_\_\_\_  
 Executive Director Date

Approved as to Form by:  4/17/07  
 General Counsel Date

Board Action:

Approved: \_\_\_\_\_ Yes \_\_\_\_\_ No

Vote: \_\_\_\_\_ Unanimous

Amended Motion:

Commissioner Bruno Barreiro \_\_\_\_\_ Yes \_\_\_\_\_ No  
 James A. Cummings \_\_\_\_\_ Yes \_\_\_\_\_ No  
 Marie Horenburger \_\_\_\_\_ Yes \_\_\_\_\_ No  
 Neisen Kasdin \_\_\_\_\_ Yes \_\_\_\_\_ No

Commissioner Jeff Koons \_\_\_\_\_ Yes \_\_\_\_\_ No  
 John Martinez \_\_\_\_\_ Yes \_\_\_\_\_ No  
 George A. Morgan, Jr. \_\_\_\_\_ Yes \_\_\_\_\_ No  
 Mayor Josephus Eggelation \_\_\_\_\_ Yes \_\_\_\_\_ No  
 Bill T. Smith \_\_\_\_\_ Yes \_\_\_\_\_ No



**SOUTH FLORIDA  
REGIONAL TRANSPORTATION AUTHORITY  
FY 2006-07 Capital Budget**

**REVENUE**

	<b>FY 2006-07 APPROVED BUDGET</b>	<b>BUDGET AMENDMENT</b>	<b>FY 2006-07 AMENDED BUDGET</b>
FTA Section 5307 - Formula Funds	\$40,498,300	(\$304,000)	\$40,194,300
FTA Section 5309 - Rail Mod.	26,843,900	663,000	29,261,568
FTA Section 5309 - SAFETEA	7,805,700	877,334	8,683,034
FTA Section 5309-New Starts (Seg 5)	220,400		220,400
CMAQ (Smart Card)	285,900		285,900
FHWA - Broward STP Funds (Seg 5)	3,375,000		3,375,000
FHWA - Palm Beach STP Funds (Seg 5)	4,500,000		4,500,000
Florida Dept. of Community Affairs	1,132,200	342,944	1,475,144
FDOT JPA 42: New River	14,900,000		14,900,000
FDOT JPA 42: Segment 5	19,425,000		19,425,000
FDOT JPA 55: DMU	5,008,000		5,008,000
FDOT JPA 57: Pompano Station Parking	450,000		450,000
FDOT JPA 58: Sheridan Street Park & Ride	28,500		28,500
FDOT JPA 63: Station Improv. at PBC Sta.		200,000	200,000
FDOT JPA 64: Sta. Improv. WBP & Ft. Lauderdale		28,000	28,000
FDOT JPA 65: Intermodal access at PBC Sta.		100,000	100,000
FDOT TRIP Funds: TOD Planning		250,000	250,000
FDOT TRIP Funds: Rail Cars		6,000,000	6,000,000
Interest on Capital Investments		250,000	250,000
Hertz Settlement:	260,000	(260,000)	
County Capital Contribution		6,000,000	6,000,000
<b>Total Capital Revenues</b>	<b>\$109,121,500</b>	<b>\$14,147,278</b>	<b>\$123,268,778</b>

**SOUTH FLORIDA  
REGIONAL TRANSPORTATION AUTHORITY  
FY 2006-07 Capital Budget**

**EXPENSES**

	<b>FY 2006-07 APPROVED BUDGET</b>	<b>BUDGET AMENDMENT</b>	<b>FY 2006-07 AMENDED BUDGET</b>
<b>Double Tracking Project</b>			
New River Bridge - Design/Build	\$14,900,000		\$14,900,000
Segment 5 - FFGA	33,556,567		33,556,567
Administration Building	6,837,100	(4,952,700)	1,884,400
Ticket Vending Machines	5,837,800	1,382,700	7,220,500
Smart Cards	1,667,700	401,280	2,068,980
Rebuild Coaches	1,015,503		1,015,503
Purchase Rail Cards	3,597,930		3,597,930
<b>DMU Rail Car Purchase</b>	5,008,000		5,008,000
<b>Rolling Stock</b>	-		-
Rolling Stock	770,500	14,500,000	15,270,500
Coach Overhaul/Rehab	2,707,117		2,707,117
HEP	50,883		50,883
Spare Parts/Components	1,162,000		1,162,000
Decolocstat	642,000		642,000
<b>Engineering Projects</b>	-		-
Pompano Beach Parking	450,000		450,000
GEC	200,000		200,000
Sheridan St Part & Ride	28,500		28,500
Golden Glades	418,000		418,000
Intermodal Access in PBC	-	100,000	100,000
<b>Project Planning/Studies</b>			-
Planning & Program Support	3,009,500		3,009,500
FEC long rang plan	6,020,000		6,020,000
FEC Segment 1-Jupiter	1,257,700		1,257,700
FEC Segment 2-PE/EA	697,100		697,100
SCRIPPS Feasibility Study	174,200		174,200
Central PB Transit Study	52,200	80,000	132,200
Other Planning Projects	5,408,700	(98,000)	5,310,700
Planning Assistance	150,000		150,000
Regional Planning Council Services	-	500,000	500,000
Transit Development Plan-Phase 2	400,000		400,000
Transportation/Land Use Planning	450,000		450,000
Regional Long Range Plan	650,000		650,000
West Palm Beach Intermodal	453,400	476,054	929,454
<b>Misc. Operations Dept. Projects</b>			-
Hialeah Yard Projects	1,150,000		1,150,000
Hialeah Yard Generator	100,000		100,000
Misc. Station Rehabilitation	335,000		335,000
Station Improv. at PBC	-	200,000	200,000
Station Improvements WPB & Ft Laud	-	28,000	28,000
Bus Pads	136,000		136,000
Irrigation Wells	60,000		60,000
On-Board GeoFocus	199,000		199,000
ADA Improvements	600,000		600,000
<b>Jupiter Corridor</b>	-		-
<b>Office/Computer Equipment</b>	775,900		775,900
<b>Urban Area Security Initiatives</b>	1,132,200	342,944	1,475,144
<b>Lease Hold Improvements</b>	250,000	750,000	1,000,000
<b>Autos</b>	60,000		60,000
<b>Preventive Maintenance</b>	6,751,000	437,000	7,188,000
<b>Total Capital Expenses</b>	<b>\$109,121,500</b>	<b>\$14,147,278</b>	<b>\$123,268,778</b>

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
GOVERNING BOARD MEETING: APRIL 27, 2007

AGENDA ITEM REPORT

---

☐ Consent      ☒ Regular

FISCAL YEAR 2007-2008  
OPERATING BUDGET

REQUESTED ACTION:

MOTION TO APPROVE: The South Florida Regional Transportation Authority (SFRTA) FY 2007-2008 Operating Budget in the amount of \$58,558,170.

SUMMARY EXPLANATION AND BACKGROUND:

The SFRTA Budget was prepared in accordance with Florida State Statutes F.S. 343.54(1)(b) & 341.303(4), Federal Transit Administration grant guidelines, Florida Department of Transportation Joint Participation Agreements and the Interlocal agreements with Broward, Miami-Dade and Palm Beach counties.

The SFRTA proposed Operating Budget for FY 2007-2008 is \$58,588,170, a \$10,158,710 or 20.99% increase over the FY 2006-2007 Operating Budget. The most significant increase in the proposed Budget is in Operating Expenses. With the addition of 10 daily weekday trains commencing by April 30, 2007, the Segment 5 project ending, and the increased fuel costs, the Operations Budget is increasing by \$7,527,956. The additional trains allow SFRTA to run 20-minute headways during rush hour, which is a requirement of the Full Funding Grant Agreement between SFRTA and the Federal Transit Administration.

(Continued on page 2)

Department: Finance & Information Technology  
Project Manager: Elizabeth Walter

Department Director: Edward T. Woods  
Procurement Director: Christopher C. Bross

FISCAL IMPACT: The Operating Budget provides funding for FY 2007-2008 SFRTA operations in the amount of \$58,558,170.

EXHIBITS ATTACHED:    [Exhibit 1 – FY 2007-2008 Operating Budget-Revenue](#)  
                                      [Exhibit 2 – FY 2007-2008 Operating Budget-Appropriations](#)

FISCAL YEAR 2007-2008  
OPERATING BUDGET

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SUMMARY EXPLANATION AND BACKGROUND (Continued):

Other key features of the proposed FY 2007-2008 Operating Budget are:

- \$7,527,956 increase in total Operating Expenses attributed to the contract with Amtrak for The New River Bridge dispatch and the Bombardier contract for equipment & facility maintenance.
- The cost of Personnel Services is increasing by \$842,269 for this fiscal year. Only 2 new positions have been added, a Customer Service Representative and a Field Computer Technician. Both positions are necessary in order to keep up with our increasing ridership and technological issues that occur at the various stations. This increase includes a potential salary adjustment of up to 5% for employees.
- \$955,219 increase in train fuel costs. Fuel cost for next fiscal year is budgeted at \$2.50 per gallon, which is \$0.40 higher than what SFRTA was paying last year. For this next fiscal year, it is anticipated that SFRTA will use 2,223,618 gallons of fuel at a cost of \$5,559,047.
- \$440,000 decrease in the amount of Personnel expenses that can be charged to the Capital Budget. This decrease is due to the completions of the Segment 5 and New River Bridge projects.

Tracking No. \_\_\_\_\_

AGENDA ITEM NO. \_\_\_\_\_

FISCAL YEAR 2006-07  
OPERATING BUDGET

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Recommended by: E. Woods 04-18-07      Approved by: [Signature] 4/18/07  
Department Director      Date      Procurement Director      Date

Authorized by: [Signature] 4/19/07      Approved as to Form by: \_\_\_\_\_  
Executive Director      Date      General Counsel      Date

Board Action:

Approved:      Yes      No

Vote:      Unanimous

Amended Motion:

Commissioner Bruno Barreiro	____ Yes ____ No	Commissioner Jeff Koons	____ Yes ____ No
James A. Cummings	____ Yes ____ No	John Martinez	____ Yes ____ No
Marie Horenburger	____ Yes ____ No	George A. Morgan, Jr.	____ Yes ____ No
Neisen Kasdin	____ Yes ____ No	Mayor Josephus Eggelletion	____ Yes ____ No
		Bill T. Smith	____ Yes ____ No

AGENDA ITEM NO.

Tracking No. \_\_\_\_\_

**FISCAL YEAR 2006-07**  
**OPERATING BUDGET**

Recommended by: \_\_\_\_\_  
 Department Director Date

Approved by: \_\_\_\_\_  
 Procurement Director Date

Authorized by: \_\_\_\_\_  
 Executive Director Date

Approved as to Budget by:  4/16/07  
 General Counsel Date

Board Action:

Approved: \_\_\_\_\_ Yes \_\_\_\_\_ No

Vote: \_\_\_\_\_ Unanimous

Amended Motion:

Commissioner Bruno Barreiro \_\_\_\_\_ Yes \_\_\_\_\_ No  
 James A. Cummings \_\_\_\_\_ Yes \_\_\_\_\_ No  
 Marie Horenburger \_\_\_\_\_ Yes \_\_\_\_\_ No  
 Neisen Kasdin \_\_\_\_\_ Yes \_\_\_\_\_ No

Commissioner Jeff Koons \_\_\_\_\_ Yes \_\_\_\_\_ No  
 John Martinez \_\_\_\_\_ Yes \_\_\_\_\_ No  
 George A. Morgan, Jr. \_\_\_\_\_ Yes \_\_\_\_\_ No  
 Mayor Josephus Eggelation \_\_\_\_\_ Yes \_\_\_\_\_ No  
 Bill T. Smith \_\_\_\_\_ Yes \_\_\_\_\_ No

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
FY 2007-2008 OPERATING BUDGET**

	<b>REVENUE</b>			
	<b>FY 2006-2007 APPROVED BUDGET</b>	<b>FY 2007-2008 PROPOSED BUDGET</b>	<b>CHANGE</b>	<b>% CHANGE</b>
<b><u>TRAIN REVENUE</u></b>				
Train Service Revenue	6,699,974	7,880,853	1,180,879	17.63%
Interest Income/Other Income	300,000	150,000	(150,000)	-50.00%
<b>TOTAL TRAIN REVENUE</b>	<b>\$ 6,999,974</b>	<b>\$ 8,030,853</b>	<b>\$ 1,030,879</b>	<b>14.73%</b>
<b><u>OPERATING ASSISTANCE</u></b>				
FTA Planning Grant	1,225,575	1,150,283	(75,292)	-6.14%
FTA Preventive Maintenance	6,750,843	12,277,965	5,527,122	81.87%
FHWA	4,000,000	4,000,000	-	-
FDOT Operating Assistance	12,477,000	13,100,850	623,850	5.00%
FDOT Contracted Dispatch Service	-	3,062,977	3,062,977	100.00%
FDOT Feeder Service Pass Through	2,513,014	2,953,129	440,115	17.51%
FDOT Feeder Service Pt. Everglades	149,760	156,780	7,020	4.69%
FDOT DMU Funding	1,100,000	-	(1,100,000)	-100.00%
Miami-Dade Operating Assistance	4,159,000	4,366,950	207,950	5.00%
Broward Operating Assistance	4,159,000	4,366,950	207,950	5.00%
Palm Beach Operating Assistance	4,159,000	4,366,950	207,950	5.00%
Broward County Feeder Subsidy	606,294	624,483	18,189	3.00%
Other Local Funding	100,000	100,000	-	-
<b>TOTAL ASSISTANCE</b>	<b>41,399,486</b>	<b>50,527,317</b>	<b>9,127,831</b>	<b>22.05%</b>
<b>TOTAL REVENUE</b>	<b>\$ 48,399,460</b>	<b>\$ 58,558,170</b>	<b>\$ 10,158,710</b>	<b>20.99%</b>

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
FY 2007-2008 OPERATING BUDGET**

**APPROPRIATIONS**

	<b>FY 2006-2007 APPROVED BUDGET</b>	<b>FY 2007-2008 PROPOSED BUDGET</b>	<b>CHANGE</b>	<b>% CHANGE</b>
Operations	31,322,937	38,850,893	7,527,956	24.03%
Personnel Expense	8,522,750	9,365,019	842,269	9.88%
Train Fuel Contract	4,603,828	5,559,047	955,219	20.75%
General & Administrative	2,157,425	2,279,139	121,714	5.64%
Marketing	1,028,020	1,022,072	(5,948)	-0.58%
Professional Fees	1,104,500	1,382,000	277,500	25.12%
Reserve	500,000	500,000	-	0.00%
Expenditures Transferred to Capital Budget	(840,000)	(400,000)	440,000	-52.38%
<b>TOTAL APPROPRIATIONS</b>	<b>\$ 48,399,460</b>	<b>\$ 58,558,170</b>	<b>\$ 10,158,710</b>	<b>20.99%</b>



SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
GOVERNING BOARD MEETING: APRIL 27, 2007

AGENDA ITEM REPORT

---

☐ Consent    ☒ Regular

CAPITAL BUDGET  
FOR FISCAL YEAR 2007-08

REQUESTED ACTION:

MOTION TO APPROVE: The South Florida Regional Transportation Authority (SFRTA) FY 2007-08 Capital Budget in the amount of \$21,829,000.

SUMMARY EXPLANATION AND BACKGROUND:

The proposed FY 2007-08 Capital Budget totals \$21,829,000 in new revenue and additional expenses (See Exhibits 1 & 2). The Budget consists of state and federal funds, which will be used to fund SFRTA's on-going projects. Some of the more significant expenses for FY 2007-08 are:

- \$12.08 million transferred to the SFRTA FY 2007-08 Operating Budget to fund preventive maintenance costs;
- \$2.36 million for Operation-related projects;
- \$2.85 million for Planning and Capital Development for numerous planning studies and transit plans;
- \$1.664 million for station and parking lot improvements;
- \$1 million for Planning and Program support;
- \$1 million for Ticket Vending Machines; and
- \$1 million for the purchase of rail cars.

In addition to the \$21,829,000 in new revenue and expenses, SFRTA has \$60,322,207 in estimated carry over funds, bringing the total funds available for expenses in FY 2007-08 to \$82,151,207.

Also attached is exhibits three (3) and four (4) representing our five (5) year Capital Plan.

Department: Finance & Information Technology  
Project Manager: Elizabeth Walter

Department Director: Edward T. Woods  
Procurement Director: Christopher Bross

FISCAL IMPACT: The Capital Budget provides new funding for FY 2007-08 capital projects in the amount of \$21,829,000.

EXHIBITS ATTACHED:    [Exhibit 1- Revenue for FY 2007-08 Capital Budget](#)  
                                  [Exhibit 2- Expenses for FY 2007-08 Capital Budget](#)  
                                  [Exhibit 3- Revenue for FY 2007-13 Five-Year Plan](#)  
                                  [Exhibit 4- Expenditures FY 2007-13 Five-Year Plan](#)

Tracking No. \_\_\_\_\_

AGENDA ITEM NO. \_\_\_\_\_

CAPITAL BUDGET  
FOR FISCAL YEAR 2007-08

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Recommended by: E. Woods 04-18-07      Approved by: CLB 4/18/07  
Department Director      Date      Procurement Director      Date

Authorized by: J. Smith 4-18-07      Approved as to Form by: \_\_\_\_\_  
Executive Director      Date      General Counsel      Date

Board Action:

Approved:      Yes      No

Vote:      Unanimous

Amended Motion:

Commissioner Bruno Barreiro	____ Yes ____ No	Commissioner Jeff Koons	____ Yes ____ No
James A. Cummings	____ Yes ____ No	John Martinez	____ Yes ____ No
Marie Horenburger	____ Yes ____ No	George A. Morgan, Jr.	____ Yes ____ No
Neisen Kasdin	____ Yes ____ No	Mayor Josephus Eggelletion	____ Yes ____ No
		Bill T. Smith	____ Yes ____ No

Tracking No. \_\_\_\_\_

AGENDA ITEM NO. \_\_\_\_\_

CAPITAL BUDGET  
FOR FISCAL YEAR 2007-08

Recommended by: \_\_\_\_\_  
Department Director Date

Approved by: \_\_\_\_\_  
Procurement Director Date

Authorized by: \_\_\_\_\_  
Executive Director Date

Approved as to form by: \_\_\_\_\_  
General Counsel Date

*[Signature]* 4/16/07  
General Counsel Date

## Board Action:

Approved: \_\_\_\_\_ Yes \_\_\_\_\_ No

Vote: \_\_\_\_\_ Unanimous

## Amended Motion:

Commissioner Bruno Barreiro \_\_\_\_\_ Yes \_\_\_\_\_ No  
James A. Cummings \_\_\_\_\_ Yes \_\_\_\_\_ No  
Marie Horenburger \_\_\_\_\_ Yes \_\_\_\_\_ No  
Neisen Kasdin \_\_\_\_\_ Yes \_\_\_\_\_ No

Commissioner Jeff Koons \_\_\_\_\_ Yes \_\_\_\_\_ No  
John Martinez \_\_\_\_\_ Yes \_\_\_\_\_ No  
George A. Morgan, Jr. \_\_\_\_\_ Yes \_\_\_\_\_ No  
Mayor Josephus Eggelation \_\_\_\_\_ Yes \_\_\_\_\_ No  
Bill T. Smith \_\_\_\_\_ Yes \_\_\_\_\_ No

# SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

## FY 2007-08 Capital Budget

### REVENUE

	<b>FY 2006-07 CARRYOVER</b>	<b>FY 2007-08 BUDGET</b>	<b>FY 2007-08 TOTALS</b>
FTA Section 5307 - Formula Funds	\$34,259,775	\$8,485,000	\$42,744,775
FTA Section 5309 - Rail Mod.	6,233,792	8,600,000	14,833,792
FTA Section 5309 - SAFETEA	3,356,394	3,880,000	7,236,394
FHWA - Flex Funds (Before & After Study)	437,521		437,521
Florida Dept. of Community Affairs: JPA 59	1,075,176		1,075,176
FDOT JPA 55: DMU	1,266,320		1,266,320
FDOT JPA 57: Pompano Station Parking	390,408		390,408
FDOT JPA 67: Station Improvements	227,413		227,413
FDOT JPA : Mangonia Park Parking:		500,000	500,000
FDOT TRIP Funds: 79th St Metro rail		182,000	182,000
FDOT TRIP Funds: Regional Planning	250,000		250,000
FDOT TRIP Funds: Rail Cars	6,000,000		6,000,000
SFRTA Interest on Capital Deposits	640,408	182,000	822,408
Miami-Dade Smart Card Contribution	185,000		185,000
County Capital Contribution	6,000,000		6,000,000
Total Capital Revenues	<b>\$60,322,207</b>	<b>\$21,829,000</b>	<b>\$82,151,207</b>

# SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

## FY 2007-08 Capital Budget

### EXPENSES

PROJECTS	FY 2006-07 CARRYOVER	FY 2007-08 BUDGET	FY 2007-08 TOTALS
Double Tracking Project			
Ticket Vending Machines	\$7,154,500	\$1,000,000	\$8,154,500
Smart Cards	3,612,744		3,612,744
Seg 5 Rail Cars	3,902,723		3,902,723
Before & After Study	437,521		437,521
DMU Rail Cars	1,266,320		1,266,320
Purchase New Rolling Stock	14,500,000	1,000,000	15,500,000
Rolling Stock Overhaul/Spare Parts	4,666,735		4,666,735
Station & Parking Lot Improvements	780,816	1,664,000	2,444,816
General Engineering Consultants	200,000	200,000	400,000
Planning & Program Support	1,609,500	1,000,000	2,609,500
FEC Long Rang Plan	6,020,000		6,020,000
West Palm Beach Intermodal	929,400		929,400
Planning/Capital Development	9,562,700	2,350,000	11,912,700
Operations Dept. Projects	2,828,413	2,360,000	5,188,413
Homeland Security	1,075,176		1,075,176
Office/Computer Equipment	657,990		657,990
Leasehold Improvements	880,899	100,000	980,899
Autos	38,805	75,000	113,805
Preventive Maintenance	197,965	12,080,000	12,277,965
<b>Total Capital Expenditures</b>	<b>\$60,322,207</b>	<b>\$21,829,000</b>	<b>\$82,151,207</b>

# SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

## FY 2007-08 Capital Budget & 5 Year Plan

### REVENUE

#### 5-YEAR PLAN

	<b>FY 2007-08 BUDGET</b>	<b>FY 2008-09 BUDGET</b>	<b>FY 2009-10 BUDGET</b>	<b>FY 2010-11 BUDGET</b>	<b>FY 2011-12 BUDGET</b>	<b>FY 2012-13 BUDGET</b>	<b>TOTAL</b>
FTA Section 5307 - Formula Funds	\$42,744,775	\$8,700,000	\$9,000,000	\$9,300,000	\$9,425,000	\$9,550,000	\$88,719,775
FTA Section 5309 - Rail Mod.	14,833,792	8,801,000	9,000,000	9,250,000	9,550,000	10,000,000	61,434,792
FTA Section 5309 - SAFETEA	7,236,394	4,114,000					11,350,394
FHWA - Flex Funds (Before & After Study)	437,521						437,521
Florida Dept. of Community Affairs: JPA 59	1,075,176						1,075,176
Palm Beach County MPO			1,500,000	1,500,000	1,500,000	1,500,000	6,000,000
FDOT JPA 55: DMU	1,266,320						1,266,320
FDOT JPA 57: Pompano Station Parking	390,408						390,408
FDOT JPA 67: Station Improvements	227,413						227,413
FDOT JPA : Mangonia Park Parking:	500,000						500,000
FDOT TRIP Funds: 79th St Metro rail	182,000		2,800,000				2,982,000
FDOT TRIP Funds: Regional Planning	250,000						250,000
FDOT TRIP Funds: Rail Cars	6,000,000						6,000,000
SFRTA Interest on Capital Deposits	822,408						822,408
Miami-Dade Smart Card Contribution	185,000						185,000
County Capital Contribution	6,000,000						6,000,000
<b>Total Capital Revenues</b>	<b>\$82,151,207</b>	<b>\$21,615,000</b>	<b>\$22,300,000</b>	<b>\$20,050,000</b>	<b>\$20,475,000</b>	<b>\$21,050,000</b>	<b>\$187,641,207</b>

# SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

## FY 2007-08 Capital Budget & 5 Year Plan

### EXPENSES

#### 5-Year Plan

PROJECTS	FY 2007-08 BUDGET	FY 2008-09 BUDGET	FY 2009-10 BUDGET	FY 2010-11 BUDGET	FY 2011-12 BUDGET	FY 2012-13 BUDGET	TOTAL
Double Tracking Project							
Ticket Vending Machines	\$8,154,500	\$2,865,000	\$1,000,000				\$12,019,500
Smart Cards	3,612,744						3,612,744
Seg 5 Rail Cars	3,902,723						3,902,723
Before & After Study	437,521						437,521
DMU Rail Cars	1,266,320						1,266,320
Purchase New Rolling Stock	15,500,000	2,500,000	2,525,000	3,475,000			24,000,000
Rolling Stock Overhaul/Spare Parts	4,666,735	2,350,000	500,000		750,000	1,000,000	9,266,735
Station & Parking Lot Improvement:	2,444,816	1,250,000	4,300,000	500,000	1,000,000	1,000,000	10,494,816
General Engineering Consultants	400,000	400,000	400,000	500,000	600,000	600,000	2,900,000
Planning & Program Support	2,609,500	1,100,000	1,000,000	2,000,000	2,200,000	2,200,000	11,109,500
FEC Long Rang Plan	6,020,000						6,020,000
West Palm Beach Intermodal	929,400						929,400
Planning/Capital Development	11,912,700	2,250,000	2,250,000	3,450,000	4,000,000	4,250,000	28,112,700
Operations Dept. Projects	5,188,413	250,000	750,000	525,000	1,750,000	2,200,000	10,663,413
Homeland Security	1,075,176						1,075,176
Jupiter Corridor			1,500,000	1,500,000	1,500,000	1,500,000	6,000,000
Office/Computer Equipment	657,990	50,000		100,000	400,000	100,000	1,307,990
Leasehold Improvements	980,899						980,899
Autos	113,805		75,000		75,000		263,805
Preventive Maintenance	12,277,965	8,600,000	8,000,000	8,000,000	8,200,000	8,200,000	53,277,965
<b>Total Capital Expenditures</b>	<b>\$82,151,207</b>	<b>\$21,615,000</b>	<b>22,300,000</b>	<b>20,050,000</b>	<b>20,475,000</b>	<b>\$21,050,000</b>	<b>\$187,641,207</b>

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
GOVERNING BOARD MEETING: APRIL 27, 2007

AGENDA ITEM REPORT

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☐ Consent    ☒ Regular    ☐ Public Hearing

AMENDMENT NO. 1 TO AGREEMENT NO. 06-515  
THOMPSON COBURN, LLP  
FEDERAL LEGAL CONSULTANT SERVICES

REQUESTED ACTION:

MOTION TO APPROVE: Amendment No. 1 to Agreement No. 06-515 between the South Florida Regional Transportation Authority (SFRTA) and Thompson Coburn, LLP, to increase the year one not-to-exceed amount by \$80,000.00, to a total not-to-exceed amount of \$110,000 for year one, for additional Federal Legal Consultant Services.

SUMMARY EXPLANATION AND BACKGROUND:

In June 2006 the Board approved an Agreement with Thompson Coburn, LLP for consulting services related to the Full Funding Grant Agreement (FFGA) and other federal legal issues. The term of the Agreement is for three years with two (2) one (1) year option periods in the amount of \$30,000 annually. Mr. Kent Woodman of Thompson Coburn, LLP has provided staff with federal legal support related to procurement and labor matters. The firm has also provided coordination with SFRTA's federal legislative consultant in Washington D.C. and provided legal assistance with the on-going Phase B implementation efforts.

Based on the increased need for legal consulting services related to Federal labor protection issues that have arisen in the Phase B negotiations with CSXT, Staff recommends increasing the not-to-exceed amount by \$80,000.00 for the first year of the agreement.

Department: Executive  
Project Manager: Jeffrey Olson

Department Director: Joseph Giulietti  
Procurement Director: Chris Bross

FISCAL IMPACT: Funding is available in FY 06/07 Operating Budget.

EXHIBITS ATTACHED:    [Exhibit 1 – Amendment No. 1](#)



AMENDMENT NO. 1 TO AGREEMENT NO. 06-515  
THOMPSON COBURN, LLP  
FEDERAL LEGAL CONSULTANT SERVICES

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Recommended by: \_\_\_\_\_  
Department Director      Date

Approved by: OL-3 4/18/07  
Contracts Director      Date

Authorized by: [Signature] 4/18/07  
Executive Director      Date

Approved as to Form by: \_\_\_\_\_  
General Counsel      Date

Board Action:

Approved:    \_\_\_\_\_ Yes    \_\_\_\_\_ No

Vote:    \_\_\_\_\_ Unanimous

Amended Motion:

Commissioner Bruno Barreiro    \_\_\_\_\_ Yes    \_\_\_\_\_ No  
James A .Cummings    \_\_\_\_\_ Yes    \_\_\_\_\_ No  
Marie Horenburger    \_\_\_\_\_ Yes    \_\_\_\_\_ No  
Neisen Kasdin    \_\_\_\_\_ Yes    \_\_\_\_\_ No

Commissioner Jeff Koons    \_\_\_\_\_ Yes    \_\_\_\_\_ No  
John Martinez    \_\_\_\_\_ Yes    \_\_\_\_\_ No  
George A. Morgan, Jr.    \_\_\_\_\_ Yes    \_\_\_\_\_ No  
Commissioner James A. Scott    \_\_\_\_\_ Yes    \_\_\_\_\_ No  
Bill T. Smith    \_\_\_\_\_ Yes    \_\_\_\_\_ No

Tracking No. \_\_\_\_\_  
Page 2

AGENDA ITEM NO.

AMENDMENT NO. 1 TO AGREEMENT NO. 06-515  
THOMPSON COBURN, LLP  
FEDERAL LEGAL CONSULTANT SERVICES

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Recommended by: \_\_\_\_\_  
Department Director Date

Approved by: \_\_\_\_\_  
Contracts Director Date

Authorized by: \_\_\_\_\_  
Executive Director Date

Approved as to Form \_\_\_\_\_ 4/13/07  
General Counsel Date

Board Action:

Approved: \_\_\_\_\_ Yes \_\_\_\_\_ No

Vote: \_\_\_\_\_ Unanimous

Amended Motion:

Commissioner Bruno Barreiro \_\_\_\_\_ Yes \_\_\_\_\_ No

James A. Cummings \_\_\_\_\_ Yes \_\_\_\_\_ No

Marie Horenburger \_\_\_\_\_ Yes \_\_\_\_\_ No

Neisen Kasdin \_\_\_\_\_ Yes \_\_\_\_\_ No

Commissioner Jeff Koons \_\_\_\_\_ Yes \_\_\_\_\_ No

John Martinez \_\_\_\_\_ Yes \_\_\_\_\_ No

George A. Morgan, Jr. \_\_\_\_\_ Yes \_\_\_\_\_ No

Commissioner James A. Scott \_\_\_\_\_ Yes \_\_\_\_\_ No

Bill T. Smith \_\_\_\_\_ Yes \_\_\_\_\_ No

**FIRST AMENDMENT TO AGREEMENT NO. 06-515**

BETWEEN

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**

AND

**THOMPSON COBURN, LLP**

FOR

**FEDERAL LEGAL CONSULTANT SERVICES**

This is a First Amendment to the Agreement for Federal Legal Consultant Services between **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, formerly known as the Tri-County Commuter Rail Authority or TCRA, an agency of the State of Florida, hereinafter referred to as “**SFRTA**” and **THOMPSON COBURN, LLP**, hereinafter referred to as “**FIRM**”.

**WHEREAS**, on August 1, 2003, the **SFRTA** was established pursuant to amendments to Chapter 343, Florida Statutes ; and

**WHEREAS**, pursuant to the above-referenced amendments to Chapter 343, the **SFRTA** is the successor and assignee of TCRA and inherited all rights, assets, labor agreements, appropriations, privileges, and obligations of TCRA; and

**WHEREAS**, on June 23, 2006, **FIRM** and **SFRTA** entered into a three-year Agreement hereinafter referred to as “Agreement” in the total not-to-exceed amount of \$30,000.00; and

**WHEREAS**, **SFRTA** now wishes to increase the compensation in year one of the term by \$80,000.00 to a total not-to-exceed amount of \$110,000.00 for that year due to the increased need for legal assistance; **NOW THEREFORE**:

**IN CONSIDERATION** of the promises, mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto agree to amend the Agreement as follows:

**1. COMPENSATION** is amended to read as follows:

**SFRTA** agrees to pay the **FIRM** compensation as specified in the Special Terms and Conditions the maximum not-to-exceed amount of One Hundred Ten Thousand and no/100 Dollars \$110,000.00 for year one and the maximum not-to-exceed amount of Thirty Thousand and no/100 Dollars (\$30,000.00) annually for the remainder of the contract term.

Except to the extent amended, the Agreement shall remain in full force and effect. In the event of any conflict between the terms of this First Amendment to the Agreement and the Agreement, the parties hereby agree that this document shall control.

**IN WITNESS WHEREOF**, the parties have made and executed this First Amendment to the Agreement on the respective date under each signature: **THOMPSON COBURN, LLP**, signing by and through its \_\_\_\_\_, duly authorized to execute same and **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY** signing by and through its Governing Board Chair, authorized to execute same on the \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

ATTEST:

SOUTH FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY

\_\_\_\_\_  
Joseph Giulietti  
Executive Director

By \_\_\_\_\_  
Commissioner Bruno Barreiro  
Chair, Governing Board

\_\_\_\_ DAY OF \_\_\_\_\_, 200\_\_

(SFRTA SEAL)

APPROVED AS TO FORM BY:

\_\_\_\_\_  
Christopher Bross, CPPO, FCPM  
Director, Procurement

\_\_\_\_\_  
Greenberg Traurig, P.A.  
General Counsel

ATTEST:

THOMPSON COBURN, LLP

\_\_\_\_\_  
WITNESS

By \_\_\_\_\_  
PRESIDENT OR VICE-PRESIDENT

(Corporate Seal)

\_\_\_\_ DAY OF \_\_\_\_\_, 200\_\_

MINUTES  
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
CONSTRUCTION OVERSIGHT COMMITTEE MEETING  
MARCH 2007

---

The Construction Oversight Committee did not meet during the month of March 2007.

The following agenda item will be presented for approval at the next Construction Oversight Committee meeting to be held at the offices of James A. Cummings, Inc., 3575 NW 53<sup>rd</sup> Street, Ft. Lauderdale, Florida 33309 a.m. on Tuesday, April 3, 2007 at 9:00 a.m.:

- Change Order No. 137.01 – Settlement of a pass-through claim by Keith & Schnars. – *Segment 5 Project*.

MINUTES  
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
OPERATIONS TECHNICAL COMMITTEE MEETING  
MARCH 22, 2007

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The regular Meeting of the South Florida Operations Technical Committee meeting was held on Thursday, March 22, 2007, at 10:00 a.m., at the Broward County Transit, located at 3201 West Copans Road, Pompano, Florida.

COMMITTEE MEMBERS PRESENT:

Gerry Gawaldo, Palm Tran  
Brad Barkman, SFRTA  
Jeff Weidner, FDOT IV  
Peter Wolz, BCT  
Steve Alperstein, MDTA  
Larry Penso, SFEC/TMA  
David Cherry, City of Coconut Creek  
Jim Udvardy, SFCS  
Sabrina Kirkpatrick, SFCS/City of Boca  
Scott Aronson, Delray Beach  
Annette Coates, PBSB

COMMITTEE MEMBERS ABSENT:

Larry Skipper, CSX  
Wayne Blalock, FEC  
Tom Kirk, Amtrak  
Les Hollingsworth, Sun Trolley  
Sue Olley, West Palm Beach  
Sharon Lanciano, Lake Worth  
E. Bryant, Plantation  
Joy Puerta, Boca Raton  
Margee Adelsperger, Boynton Beach  
Kristen Jones, Dania Beach

ALSO PRESENT:

Marcin Gadek, SFRTA  
Paula Scott, FDOT  
Jean (J. B.) Revolus, MDTA  
Michael Moore, Gannett Fleming  
Dan Glickman, Public  
Margaret Ferrara, SFRTA

CALL TO ORDER

The Chair, Gerry Gawaldo, Operations Technical Committee, called the meeting to order at 10:00 A.M., and the Committee conducted general introductions.

MATTERS BY THE PUBLIC Persons wishing to address the Committee are requested to complete an “Appearance Card” and will be limited to three (3) minutes. Please see the Minutes Clerk prior to the meeting. Mr. Glickman spoke, but did not wish to fill out a card.

#### CONSENT AGENDA

C1 – MOTION TO APPROVE – Minutes of Operations Technical Committee January 25, 2007 were approved. Peter Wolz made a motion to approve the minutes and the motion was seconded by Steve Alperstein. **The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.**

#### REGULAR AGENDA

Those matters included under the Regular Agenda differ from the Consent Agenda in that items will be voted on individually. In addition, presentations will be made on each motion, if desired.

#### INFORMATION/PRESENTATION ITEMS

Action not required, provided for information purposes only.

#### INFORMATION DISCUSSION ITEMS

1. Feeder bus connections for new service – bus schedule presentation given by Marcin Gadek
  - New train schedule is on the SFRTA Agenda for tomorrow’s Board meeting
  - Draft train schedule distributed to Palm Tran, BCT, and MDTA
  - Palm Tran usually adjusts the following route in accordance with our train schedule: West Palm Beach Downtown Shuttle (Rt. 50) and Boca Raton Station to FAU Shuttle (Rt. 94)
  - Miami-Dade Transit usually adjusts the following route in accordance with our train schedule
  - Tri-Rail Shuttle to Miami Airport (Rt. 133) and Koger Shuttle (Rt. 132)
  - SFRTA operates shuttles in Broward and Boca Raton
  - Boca, Deerfield Beach, Fort Lauderdale and Sheridan; schedules will be adjusted to meet additional trains
  - In Pompano bus schedules will be adjusted to meet additional peak trains; however return trips will be cancelled. Buses will travel only from the station in AM and to the station in PM.
  - At Cypress Creek additional buses are added in the morning to meet additional peak trains.
  - At Fort Lauderdale Airport a second bus will be added during midday for better connections
  - Increase in number of weekday revenue hours excluding Port Route is from 134 to 168 hours.

## 2. New Tri-Rail Schedule

- Expected to begin on or about April 30, 2007 start date
- Held a Public Hearing two comments – request is for an earlier train
- Operations conducted a survey and public requested the 5:00 A.M. to be moved to 4:40 A.M - this is the only change
- No recommended changes for the departure at MetroRail from public survey will remain at 5:27 A.M - there is a MetroRail connection with 3 minutes
- Q: is it possible to hold the train for a very short time for MetroRail passengers – A: conductors do wait for Metrorail, at least one minute, when strobe light is blinking
- FDOT- Jeff Weidner would like a prioritized summary of all of the inconsistencies for bus and train meets at stations within a ten minute window, capacity and ridership
- Cypress Creek Station – consider bus drop off on the West Side will cut 10 minutes off travel time
- Cypress eastside very difficult crossing (go and check the light timing)
- Staff approached the owners on the Westside, added an ADA ramp
- FDOT – Corporate Offices – requires bus signage / shelter
- FDOT – consider standard bus signage for all feeder bus stops
- Get time cycle at Cypress Creek for timing of the light and crossing capability
- Obtain copy of Property Committee Study – re: Overpass
- Signage / trail blazer package for each station is being evaluated at this time
- Weekend Schedules begin earlier -16 trains Saturday and Sunday
- If the earlier trains are successful during the weekday; and if there is a market for the weekend – early service and budget will be assessed
- Added equipment on weekends is not a problem – however there is a heavy maintenance schedule Sat./Sun.
- Delray Beach, Scott Aronson – states there is a large restaurant / bar employee base as well as hospital employees – Q: is there a long range plan to capture over 1300 employees to and from work late night - early morning
- FDOT - would like to investigate a TMI for Delray Beach
- Expansion of service is also dependent upon CSX freight windows
- Boca Raton, signage states parking for Tri-Rail employees only –commuting public – joint usages - park n ride and commuter vans that travel to Miami Veterans Hospital – need station signage stating “Intermodal Hub” (City of Boca/Tri-Rail)
- Brad Barkman will obtain information on ownership of each station/parking lots
- Some stations have restricted parking to Tri-Rail employees only (e.g., MIA) due to limited parking
- MIA has TSA employees parking at the station and taking the bus to work
- Park N Ride Lake Worth Station FDOT will bring back information at the next meeting
- Q: Will SFRTA charge for parking at stations anytime soon?

Information: City of Boca Raton requests response (Sabrina Kirkpatrick)



- ☛General/Overnight Parking: Wackenhut roves through the parking lot and catalogs cars if they remain over night; some passenger will call in advance and ask permission to leave cars overnight.
- ☛If community chooses to park at the station and walk to the bus, it should be legitimate; signs should reflect multimodal facility.
- ☛Delineate parking at each station and standardize the restrictions.
- ☛Sabrina Kirkpatrick would like to get the total costs of constructing Tri-Rail stations (in Board package)

3. -Rail tie program – progressing on existing mainline track, this is expected to be complete by the end of April

4. Air Sea Show / Sun Fest – Marketing will coordinate with BCT, might need to cover with one extra train. South Florida Commuter Services is working with Sun Fest to use discounted parking in convention center lot for vehicles carrying three or more adults.

5. Early A.M. train & connections to the airport – train arriving at MIA at 5:45 a.m. for airport employees, potentially could have overflow.

6. New River Bridge Update –progressing, could be complete by April 2<sup>nd</sup>.

7. Additional Tri-Rail Stations @Hallandale / Race Track – there is an SFRTA Board agenda item *discussing* additional stations. At this time we do not have additional equipment – the board will determine future action.

8. UPDATES: PALM TRAN, PBCS, BCT, MIAMI-DADE, TMA, SFEC, SFCS, Trolleys and Community service:

- a. Palm Tran – bid effective May 13 several changes, Route 50 changes with train schedule, going to miss one train.
- b. BCT new pics – March 25, Route 1 directly into to the Fort Lauderdale Airport station at Griffin Road; today was the rollout for the articulated buses
- c. Miami Dade Pics – pics May 20; added extra trips to MIA; schedule is already in the process – will revise the early train.
- d. Next September realignment of Sheridan Street/ Tri-Rail.
- e. MDTA line up in September, major budget cuts to service in Miami-Dade - deficit of \$6-12 million dollars, every route will be affected, revisiting routes.
- f. The SFEC Tri-Rail Express bus currently runs two buses; the Executive Director is still seeking funding for a third limited service bus.
- g. Lake Worth bus service is still an issue
- h. Delray shuttle began on December 21, 2006; still evaluating headways; meet Tri-Rail with a 40 minute headway; second bus in June expect to meet all trains; original start 7 A.M.; promoting commuter transportation; ridership 400-500 on both routes
- i. SFCS, Jim Udvardy discussed the April 17, 2007 “Commuter Challenge” Day. The OTC members were asked to join in on that day and use public transportation, for those who are not using it already.
- j. City of Boca Raton, 3 routes, Town Center, FAU and Boca Hospital assisted in funding new service. Looking for matching funds from DOT and SFRTA.

- k. New DRI's must contribute to transit service
- l. City of Boca waiting for new train schedule in order to coordinate new van pool service from South Florida Commuter Service, City of Boca Raton
- m. FDOT lots of new developments for connectivity
- n. City of Coconut Creek, no longer use electric buses due to some problems with the quality of construction; simplicity; good engineering; County purchased the vehicles, city subsidized; still use a blend and 100% of bio-diesel and in some vehicles.
- o. Any possibility of eliminating Hialeah Market Station; difficult to serve with buses, ridership is very low buses carry 30-40 people

Introduction of Paula Scott, FDOT, as an alternate for Jeff Weidner

Next months proposed agenda items:

- Park-N-Ride ownership and space availability (Brad)
- Lake Worth Station bus and parking access (Jeff/Brad)
- Shuttle Connections (Brad/Marcin)
- 50-Train Schedule (Brad)
- Air/Sea Show and Sunfest

OTHER BUSINESS:

COMMENTS/NEW BUSINESS

OPERATIONS TECHNICAL COMMITTEE MEMBER COMMENTS

**NEXT MEETING DATE: Thursday, May 24, 2007 @ 10:00 Nova University, SFEC, Larry Penso as the Host.**

ADJOURNMENT - the committee adjourned at 11:45 A.M.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
GOVERNING BOARD MEETING: APRIL 27, 2007

AGENDA ITEM REPORT

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☒ Information Item      ☐ Presentation

CYPRESS CREEK PARTNERS PARKING PROPOSAL

SUMMARY EXPLANATION AND BACKGROUND:

On February 23, 2007, the South Florida Regional Transportation Authority (SFRTA) Governing Board delegated this item to the Property Committee for a 60-day review period to consider all options available to the Agency for use of the site. This Item is being brought back to the Governing Board as an Information Item because the 60-day timeframe has expired. Additionally, the Property Committee was unable to meet during the period of March thru April 2007 due to the absence of a quorum.

On February 15, 2007, the SFRTA received an Offer and Proposed Agreement dated February 13, 2007, from Cypress Creek Partners, LLC (CCP) regarding the proposed construction of 268 parking spaces on SFRTA's parcel (see Exhibit 1.) The Agreement proposed that CCP will be responsible for constructing all "Improvements" on SFRTA's parcel, including obtaining the rights from SFRTA to enforce Northwestern's Mutual obligation to construct an access roadway from Powerline Road. "Improvements" shall mean the Relocated Parking Spaces and the Additional Improvements, which include the Drop-off areas, Roadway and the Connector. CCP will be responsible for construction of the Improvements estimated at \$1.5 million. CCP agrees to commence construction of the Improvements within 12 months from the receipt of all government approvals. Upon completion of the Improvements CCP will convey to SFRTA all ownership rights to the Improvements. Per the Agreement, CCP will pay SFRTA \$25,000 to cover any legal expenses. No other payments to SFRTA were proposed.

CCP's proposal calls for 268 surface parking spaces which would occupy the entire useable area of the site (see Exhibit 2.) This is inconsistent with SFRTA's Master Plan for the site, which calls for 100,000 square feet of office space and a five-story parking structure designed to accommodate 800 parking spaces. SFRTA will be required to perpetually maintain the 268 relocated parking spaces for public use. SFRTA estimates the maintenance cost for the parking Improvements to be about \$4,000 to \$5,000 per month or about \$48,000 to \$60,000 per year. CCP has not proposed funding the on-going maintenance costs of the Improvements.

SFRTA would have the right to terminate the Agreement if construction does not timely commence as specified above or if construction of the Improvements is not completed within three (3) years after execution of the Offer and Proposed Agreement. The current proposed financial terms are substantially less advantageous to the Agency than previous term sheets received from CCP (see Exhibit 3.)

EXHIBITS ATTACHED:      [Exhibit 1 - Offer and Proposed Agreement dated February 13, 2007](#)  
[Exhibit 2 - Conceptual Parking Lot Design by Carter-Burgess](#)  
[Exhibit 3 - History of Cypress Creek Partners Proposal](#)

CYPRESS CREEK PARTNERS PARKING PROPOSAL

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Recommended by: Daniel Mazza 4/18/07  
Department Director Date

Approved by: CE-3 4/18/07  
Contracts Director Date

Authorized by: J. Yulek 4/18/07  
Executive Director Date

Approved as to Form by: \_\_\_\_\_  
General Counsel Date

Page 2

AGENDA ITEM NO.

CYPRESS CREEK PARTNERS PARKING PROPOSAL

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Recommended by: \_\_\_\_\_  
Department Director Date

Approved by: \_\_\_\_\_  
Contracts Director Date

Authorized by: \_\_\_\_\_  
Executive Director Date

Approved as to Form \_\_\_\_\_  
General Counsel Date 4/17/07



RECEIVED

SFRTA

450 East Las Olas Boulevard  
Suite 700  
Fort Lauderdale, Florida 33301  
954.523.2427  
954.523.9146 fax

**James J. Blosser**  
**Justin J. Sayfie**  
**Stephanie J. Toothaker**  
**Norman Ostrau**  
**Jordana L. Jarjura**

February 14, 2007

The Honorable Bruno A. Barreiro  
Chair, Governing Board  
South Florida Regional Transportation Authority  
c/o Miami-Dade County Commission  
1454 Southwest 1st Street  
Suite 130  
Miami, FL 33128

Via Fedex

Mr. George Morgan  
Governing Board Member; Chair, Property Committee  
South Florida Regional Transportation Authority  
c/o Morgan Real Estate, Inc.  
401 East Las Olas Boulevard  
Suite 1000  
Fort Lauderdale, FL 33301

Via Hand Delivery

Mr. Joseph Giuletti  
Executive Director  
South Florida Regional Transportation Authority  
800 NW 33rd Street, #100  
Pompano Beach, FL 33064

Via Fedex

Re: Request to add item to February 23, 2007 Governing Board agenda

Dear Gentlemen:

We represent Cypress Creek Partners, LLC ("CCP"). As you know, there have been numerous discussions during the past several months regarding the proposed construction of a 268-space parking lot immediately west and adjacent to the Tri-Rail Cypress Creek Station on a parcel the Authority has owned since January 1996.

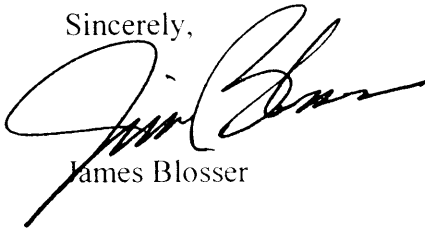
In that regard, we respectfully request the placement of the following item on the agenda for the Governing Board's 9:30 a.m. meeting on February, 23, 2007. We would like the Board to consider CCP's enclosed offer and proposed agreement, which provides, among other things, (1) for CCP to contribute funding and other resources to improve the

Authority's property west of the Tri-Rail Cypress Creek Station and (2) for the Authority to dedicate the property to the minimum use of 268 parking spaces.

Over the past several months, we have had discussions and made presentations to the Property Committee at least three times and had numerous conversations with staff. We now believe the matter is ready for consideration of the full Board. Additionally, if determined appropriate or necessary to make a presentation to the Property Committee, we also respectfully request to be placed on the agenda for its 8:30 a.m. meeting on February 23, 2007, as well.

Thank you for your cooperation in the placement of this item on the agenda, and please contact me if you have any questions or require other assistance in connection with this request.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Blosser", written over the printed name "James Blosser".

James Blosser

Enclosure

1. Proposed Offer and Agreement

## **OFFER AND PROPOSED AGREEMENT DATED FEBRUARY 13, 2007**

### **AGREEMENT**

This Agreement, made this \_\_\_\_ day of \_\_\_\_\_, 2007 among South Florida Regional Transportation Authority ("SFRTA"), a body politic and corporate, a public instrumentality and an agency of the State of Florida pursuant to Florida Statutes, Chapter 343, Florida Department of Transportation ("FDOT"), and Cypress Creek Partners, LLC ("CCP"), a Florida limited liability company.

#### **RECITALS:**

WHEREAS, SFRTA owns the real property located in the City of Fort Lauderdale, Broward County, Florida, described in Exhibit A attached hereto and made a part hereof ("SFRTA Property"), which is immediately adjacent to the Cypress Creek Tri-Rail Station ("Station");

WHEREAS, SFRTA acquired the SFRTA Property in 1996 for short term and long term parking expansion but has not yet allocated funding to improve and maintain the SFRTA Property for parking and other transit uses;

WHEREAS, FDOT is the landlord under that certain lease dated September 10, 1999 as amended ("Lease") with CCP, as tenant, for the real property located in the City of Oakland Park and Fort Lauderdale for the property known as the Cypress Creek Park and Ride facility and located at the southwest corner of Interstate 95 and Cypress Creek Road ("CCP Property");

WHEREAS, the Lease provides that 556 parking spaces be provided for transportation purposes, and that such parking spaces have been maintained by the FDOT and are presently substantially underutilized;

WHEREAS, locating parking spaces for Tri-Rail patrons on the SFRTA Property would encourage ridership by making parking more convenient for patrons than using the Cypress Creek Park and Ride facility;

WHEREAS, with the location of any such parking spaces on the SFRTA Property, SFRTA has indicated that certain additional improvements ("Additional Improvements") such as Drop-Off Areas, including separate bus drop-off area, bus parking bays, passenger waiting area and kiss and ride area, a Connector and Roadway (as these capitalized terms are hereinafter defined herein) are desirable to be co-located with any such parking spaces to be located on the SFRTA Property; and

WHEREAS, the Lease permits CCP to relocate up to 268 parking spaces from the CCP Property by relocating such spaces to a location acceptable to FDOT and, by FDOT's execution hereof, FDOT has indicated its approval to the relocation of 268 parking spaces from the CCP Property to the SFRTA Property ("Relocated Parking Spaces"), subject to the conditions set forth in this Agreement;



## **OFFER AND PROPOSED AGREEMENT DATED FEBRUARY 13, 2007**

WHEREAS, CCP desires to construct an intermodal facility, including the Relocated Parking Spaces, and is willing to construct the Additional Improvements on the SFRTA Property and to provide certain funding to SFRTA so as to enhance the transportation system in and around the Cypress Creek Tri-Rail Station and to permit SFRTA to fulfill the intended purpose of the SFRTA Property; and

WHEREAS, FDOT, SFRTA and CCP each desire to enter into this Agreement for the purpose of improving the transportation system in and around the Cypress Creek Tri-Rail Station and to benefit their respective proprietary interests, the properties surrounding the Cypress Creek Tri-Rail Station and the general public.

NOW THEREFORE, FDOT, SFRTA and CCP, in consideration of the premises contained in the above Recitals and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the parties hereby agrees as follows:

### **1. Certain Definitions.**

The following terms shall have the meaning set forth below when used in this Agreement:

“Acceptance” shall mean written notice from SFRTA to CCP and the Escrow Agent that the Improvements have been constructed in accordance with the Plans and that SFRTA is prepared to accept the assignment of the Improvements and to permit the use of the Relocated Parking Spaces by Tri-Rail patrons.

“Approvals” shall mean all approvals and permits required for construction of the Improvements from Fort Lauderdale, Broward County, FDOT and any other governmental agencies that are required to be obtained for CCP to construct the Improvements.

“CCP Property” shall have the meaning set forth in the Recitals.

“Commencement Notice” shall mean CCP’s written notice to SFRTA and FDOT with its intent to commence construction at least thirty (30) days prior to the anticipated commencement date.

“Concept Plan” shall mean the concept plan for the SFRTA Property which includes the Relocated Parking Spaces, Drop-Off Areas, Roadway and the Connector, as depicted on Exhibit B hereto and as may be modified as provided herein. CCP has previously delivered to SFRTA a draft Concept Plan and SFRTA has previously commented thereon and SFRTA shall have the right to continue to comment on and request revisions to the Concept Plan as provided in Section 2 below.

## **OFFER AND PROPOSED AGREEMENT DATED FEBRUARY 13, 2007**

“Connector” shall mean the north-south connector roadway between NW 6<sup>th</sup> Way and the SFRTA Property that may be required to provide vehicular access to the Relocated Parking Spaces from NW 6<sup>th</sup> Way.

“Drop-Off Areas” shall mean the bus drop-off area, bus parking bays, passenger waiting area and kiss and ride area to be constructed on the SFRTA Property, as depicted on the Concept Plan.

“Easement” shall mean an easement agreement substantially in the form of Exhibit C hereto from SFRTA to CCP and FDOT requiring 268 parking spaces to be provided on the SFRTA Property, as further provided in this Agreement.

“Escrow Agent” shall mean Greenberg Traurig, P.A.

“Improvements” shall mean the Relocated Parking Spaces and the Additional Improvements, which include the Drop-Off Areas, Roadway and the Connector.

“Lease” shall have the meaning set forth in the Recitals.

“Northwestern” shall mean Northwestern Mutual Life Insurance Company.

“Northwestern Agreement” shall mean the Easement, Dedication and Construction Agreement dated March 28, 2003 among Tri-Rail Commuter Rail Authority (as predecessor to SFRTA), Florida Power & Light Company and Northwestern.

“NW 6<sup>th</sup> Way” shall mean the north-south road known as NW 6<sup>th</sup> Way between Cypress Creek Road and the SFRTA Property to which SFRTA (as successor to the Tri-County Commuter Rail Authority) has been granted an easement pursuant to the Northwestern Agreement for patrons to access the SFRTA Property.

“Plans” shall mean the detailed plans and specifications for construction of the Improvements to be prepared by CCP and approved by SFRTA.

“Relocated Parking Spaces” shall have the meaning set forth in the Recitals.

“Roadway” shall mean the east-west road known as NW 61<sup>st</sup> Court connecting the SFRTA Property and Powerline Road, as further set forth on the Concept Plan and in the Northwestern Agreement.

“SFRTA Property” shall have the meaning set forth in the Recitals.

### **2. CCP Responsible for Constructing Improvements to the SFRTA Property.**

The parties agree that the SFRTA Property shall be improved by constructing the Improvements in accordance with the terms and conditions of this Agreement. The construction and other costs shall be paid by CCP. The construction and other costs, as

## OFFER AND PROPOSED AGREEMENT DATED FEBRUARY 13, 2007

estimated by Carter-Burgess, are as follows and are described in more detail on Exhibit D. SFRTA and FDOT do not approve or make any representation with respect to such estimated costs. CCP shall be responsible for the costs of constructing the Improvements and obtaining the all Approvals necessary for constructing the Improvements.

<b><u>Component</u></b>	<b><u>Estimated Cost</u></b>
Relocated Parking Spaces	\$ 685,000
Drop-Off Areas	275,000
Roadway	406,000
Connector	50,000
Approvals	25,000
Unallocated Expense Allowance to SFRTA	25,000
Total	<u>\$1,466,000</u>

### 3. Concept Plan.

The Improvements shall be substantially as set forth on the Concept Plan. If CCP determines that the Concept Plan is required to be modified to obtain the Approvals or otherwise, CCP shall provide written notice to SFRTA of any proposed modifications. SFRTA shall then either approve or comment on the proposed modifications in writing to CCP. SFRTA's comments and/or approval shall not be unreasonably withheld or delayed or result in an unreasonable increase in expense to constructing the Improvements. In accordance with the previous sentence, SFRTA shall have the right to request CCP make reasonable modifications to the Concept Plan at any time until approval of the Plans, provided that SFRTA shall not request modifications that are inconsistent with proper design standards and municipal building codes.

### 4. Approvals.

CCP shall be responsible for obtaining the Approvals and paying all costs and fees related thereto, including all governmental filing fees. Promptly after execution of this Agreement, CCP shall apply for and diligently prosecute the applications for the Approvals. CCP shall give SFRTA the right to review and comment on such applications prior to their submission. CCP shall keep SFRTA and FDOT advised of the status of the Approvals. CCP shall submit all Approvals to SFRTA promptly after CCP's receipt of same from all applicable governmental agencies. SFRTA and FDOT shall cooperate with CCP in obtaining such approvals. CCP shall use reasonable efforts to obtain the Approvals within six (6) months of the execution of this Agreement, provided, however, that CCP is not responsible for any delay resulting from SFRTA's modification of the Concept Plan or the Plan after CCP makes its applications.

### 5. Submission of Plans.

Prior to commencement of construction of the Improvements, CCP will submit the Plans to SFRTA for SFRTA approval. The Plans shall be consistent with the Concept Plan, as may be modified from time to time as provided herein and as may be modified to obtain the

## **OFFER AND PROPOSED AGREEMENT DATED FEBRUARY 13, 2007**

Approvals. SFRTA shall have the right to either approve or comment on the Plans in writing to CCP. SFRTA's comments shall be reasonable and shall be consistent with proper design standards and applicable municipal codes and its comments and/or approval shall not be unreasonably withheld or delayed or result in an unreasonable increase in expense to constructing the Improvements. The Plans shall comply with all required municipal construction standards applicable to the Improvements. The contractor selected by CCP shall be reasonably acceptable to SFRTA.

### **6. Commencement Of Construction Of Relocated Parking Spaces.**

CCP agrees to commence construction of the Improvements within twelve (12) months from the receipt of the Approvals. CCP shall timely provide SFRTA and FDOT with the Commencement Notice. Prior to commencement of construction, CCP shall post a bond to insure construction of and payment for the Improvements in accordance with Section 255.05, Florida Statutes.

### **7. Construction Of Relocated Parking Spaces, Drop-Off Areas And Connector.**

CCP shall be responsible for the construction of the Improvements (subject to Section 8 with respect to the Roadway) in accordance with the Approvals and the Plans. CCP shall be responsible for the payment of all costs related thereto. The Drop-Off Areas and Connector will be constructed simultaneously with the Relocated Parking Spaces and completed no later than the completion of the Relocated Parking Spaces. During the construction of the Improvements, SFRTA shall have the reasonable opportunity to inspect the ongoing status of the Improvements.

### **8. Construction of Roadway.**

SFRTA and CCP agree that Northwestern has an existing obligation to construct the Road pursuant to the Northwestern Agreement. SFRTA, as successor to the Tri-Rail Commuter Rail Authority, hereby assigns to CCP its rights to enforce Northwestern's obligation to construct the Roadway under the Northwestern Agreement. CCP shall be responsible for insuring that the Road is constructed by Northwestern pursuant to the Northwestern Agreement. If CCP is unable to enforce Northwestern's obligations to construct the Road pursuant to the Northwestern Agreement, then CCP shall be required to construct the Road at CCP's expense and CCP shall have the right to recover costs of Roadway construction from Northwestern to the extent that SFRTA would have such a right. The Road will be completed no later than the completion of the Relocated Parking Spaces.

### **9. Conveyance Of All Improvements To SFRTA.**

Upon completion of construction of the Improvements, SFRTA shall have the right to inspect the Improvements and request CCP to take any further required action such that the Improvements comply with the Plans and the Approvals. Upon determination by SFRTA that the Improvements have been constructed in accordance with the Plans and the Approvals, SFRTA shall deliver the Acceptance. Effective upon receipt of the Acceptance, CCP shall convey to SFRTA all of its ownership rights to the Improvements pursuant to an assignment

## **OFFER AND PROPOSED AGREEMENT DATED FEBRUARY 13, 2007**

in the form attached hereto as Exhibit E, free and clear of all encumbrances and liens, subject only to the Easement. The assignment shall also assign to SFRTA all warranties from the contractor with respect to the Improvements. CCP shall execute the assignment and deliver it to the Escrow Agent simultaneously with the execution of this Agreement and the Escrow Agent shall release such assignment to SFRTA upon receipt of the Acceptance. The performance bond described in Section 6 of this Agreement shall be released upon the delivery of the Acceptance.

### **10. Requirement For SFRTA To Maintain Relocated Parking Spaces.**

As provided in the Easement, SFRTA shall be required to perpetually maintain the Relocated Parking Spaces on the SFRTA Property for public use. Simultaneously with the execution of this Agreement, SFRTA, FDOT and CCP shall execute the Easement and deliver such to the Escrow Agent. Upon receipt of the Acceptance from SFRTA, the Escrow Agent shall record the Easement in the Broward County property records. It is further understood and agreed that the Easement is to be held by CCP and its successors and assigns as appurtenant to the SFRTA Property and such Easement and right of way granted therein shall run with the land for the benefit of SFRTA, CCP and FDOT and their respective successors and assigns.

### **11. Amendment to Lease.**

Simultaneously with the execution of this Agreement, FDOT and CCP will enter into an amendment of the Lease substantially in the form of Exhibit F hereto and providing for the following:

- a. FDOT's consent to the transfer of the Relocated Parking Spaces from the CCP Property to the SFRTA Property;
- b. FDOT's agreement to modify the obligation to construct a pedestrian bridge from the CCP Property to the Station to require it to be an at-grade path; and
- c. FDOT's consent to the Easement as set forth in Section 9 above.

### **12. Payment Towards SFRTA Expenses.**

CCP will pay to SFRTA \$25,000 as an unallocated expense allowance to cover any legal expenses and other SFRTA overhead relating to the design and construction of the Improvements on the SFRTA Property. CCP will make this payment simultaneously with the Commencement Notice.

### **13. SFRTA Right To Utilize SFRTA Property.**

Nothing contained herein shall prevent SFRTA from utilizing the SFRTA Property for any other purpose or otherwise developing the SFRTA Property, provided that 268 parking spaces are available to Tri-Rail patrons on the SFRTA Property, unless FDOT has otherwise consented and FDOT and CCP have amended the Easement and the Lease.

## **OFFER AND PROPOSED AGREEMENT DATED FEBRUARY 13, 2007**

### **14. Termination.**

SFRTA shall have the right to terminate this Agreement if construction does not timely commence as provided in Section 6 above or if construction of the Improvements is not completed within three (3) years of the date of this Agreement.

### **15. Indemnification.**

CCP hereby agrees to indemnify and hold SFRTA harmless from and against all claims, demands, liability, damages, cost or expense, including attorneys fees, arising from third party claims, demands arising out of the physical construction of the Improvements, including but not limited to damage to persons or property; provided, however, CCP shall not be liable and SFRTA shall indemnify CCP, for any other matters, including, without limitation, the condition of the SFRTA Property, matters arising before or after construction of the Improvements, maintenance or replacement of the Improvements, environmental matters or title deficiencies. CCP shall provide SFRTA with evidence of liability insurance of SFRTA's contractor and provide coverage of at least \$1,000,000 for damage to persons or property, which liability insurance shall name SFRTA as an additional insured.

### **16. Mechanics' Liens.**

SFRTA shall not be liable for any work performed or to be performed by or on behalf of CCP on the SFRTA Property relating to the Improvements or for any materials furnished or to be furnished at the SFRTA Property relating to the Improvements, or for any costs associated with the above, and no mechanic's or other lien for such work or materials shall attach to the SFRTA Property. This Agreement specifically prohibits the subjecting of the SFRTA Property to any liens for improvements CCP or its contractors make or cause to be made or for which CCP or its contractors are directly or indirectly responsible for payment.

### **17. Amendment and Modification.**

This Agreement may be amended, modified and supplemented only by written agreement of the parties hereto. Each party waives its right to claim, contest or assert that this Agreement was modified, canceled, superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

### **18. Assignment.**

The terms, covenants and conditions of this Agreement shall bind and inure to the benefits of the parties hereto and their respective permitted successors and assigns. CCP also shall have the right to establish a community development district ("CDD"), which will include the CCP Property. CCP shall have the right to assign its rights under this Agreement to the CDD, provided that upon any such assignment, CCP shall not be released of its obligations under this Agreement to construct and pay for the Improvements and any such assignee shall be jointly and severally liable for all obligations of CCP set forth in this Agreement.

## OFFER AND PROPOSED AGREEMENT DATED FEBRUARY 13, 2007

### 19. CCP's Right To Apply For Grants And Other Subsidies To Pay For The Cost Of The Improvements.

CCP shall have the right to apply for federal, state and local grants, subsidies and other programs to pay for and/or reimburse CCP for the cost of the Improvements, including, but not limited to, grants available pursuant to the Strategic Intermodal System and related programs. Any such application shall not in any way affect or limit CCP's obligation to pay for the Improvements.

### 20. Entire Agreement.

This Agreement, including the schedules and exhibits hereto and the documents, certificates and instruments referred to herein, embodies the entire agreement and understanding of the parties hereto in respect of the transactions contemplated by this Agreement and supersedes all prior agreements, representations, warranties, promises, covenants, arrangements, communications and understandings, oral or written, express or implied, between the parties with respect to such transactions.

### 21. Notices.

All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand or mailed, first class certified mail with postage paid or by overnight receipted courier service:

#### (a) If to FDOT:

Florida Department of Transportation  
3400 West Commercial Boulevard  
Fort Lauderdale, Florida 33309  
Attn: District Secretary

with a copy to:

Florida Department of Transportation  
3400 West Commercial Boulevard  
Fort Lauderdale, Florida 33309  
Attn: Legal Department

or to such other person or address as FDOT shall furnish by notice to SFRTA and CCP in writing.

#### (b) If to SFRTA:

South Florida Regional Transportation Authority  
800 NW 33 Street

**OFFER AND PROPOSED AGREEMENT DATED FEBRUARY 13, 2007**

Pompano Beach, FL 33064  
Attn: Executive Director

with a copy to:

Greenberg Traurig, P.A.  
777 S. Flagler Drive  
West Palm Beach, Florida 33401

or to such other person or address as SFRTA shall furnish by notice to FDOT and CCP in writing.

(c) If to CCP:

Cypress Creek Partners, LLC  
350 Camino Gardens Boulevard, Suite 102  
Boca Raton, Florida 33432  
Attn: Michael D. Masanoff

with a copy to:

Sachs & Sax  
301 Yamato Road, Suite 4150  
Boca Raton, Florida 33431  
Attn: Michael D. Karsch

or to such other person or address as CCP shall furnish by notice to FDOT and SFRTA in writing.

22. Binding Effect.

This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and its successors and permitted assigns.

23. Governing Law and Venue.

The Agreement shall be governed by the laws of the State of Florida as to all matters with venue in Broward County.

24. Waiver of Jury Trial.

To the extent provided by law, SFRTA and CCP hereby waive the right to a jury trial in any litigation brought by either of the parties hereto against the other party on any matter arising out of or in any way related to this Agreement.

25. Counterparts.



## **OFFER AND PROPOSED AGREEMENT DATED FEBRUARY 13, 2007**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

### **26. Headings.**

The article and section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

### **27. Delays or Omissions.**

No delay or omission to exercise any right, power or remedy accruing to any party hereto, upon any breach or default of any other party under this Agreement, shall impair any such right, power or remedy of such party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party hereto of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement must be made in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

### **28. Severability.**

Unless otherwise provided herein, if any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

### **29. Legal Fees.**

In connection with any litigation or proceeding under this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred, including but not limited to attorneys fees, expenses and disbursements (including fees and costs incurred in a bankruptcy proceeding or on appeal).

### **30. Recitals.**

The recitals set forth above are hereby incorporated into this Agreement and made a part hereof.

[SIGNATURES ON NEXT PAGE]

**OFFER AND PROPOSED AGREEMENT DATED FEBRUARY 13, 2007**

IN WITNESS WHEREOF, the parties have hereunto set forth their hand the day and year first above written.

Signed sealed and delivered in the presence of

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Attest:

**SOUTH FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_

Name : \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Joseph Giulietti  
Executive Director

\_\_\_\_\_  
Name:  
General Counsel

Signed, sealed and delivered in the presence of:

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

**THE FLORIDA DEPARTMENT OF  
TRANSPORTATION**

By: \_\_\_\_\_

Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date:

Signed sealed and delivered in the presence of

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Sign: \_\_\_\_\_

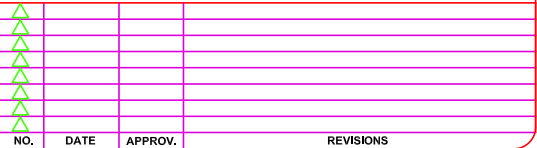
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**CYPRESS CREEK PARTNERS, LLC**

By: \_\_\_\_\_

Name:

Manager



### HISTORY OF CYPRESS CREEK PARTNERS PARKING PROPOSAL

On October 12, 2006, Cypress Creek Partners, LLC (CCP) submitted a Term Sheet to the South Florida Regional Transportation Authority (SFRTA) at the request of the Florida Department of Transportation (FDOT) District IV for consideration and discussion. The purpose of the Term Sheet was to obtain SFRTA's agreement to transfer and relocate 268 surface parking spaces from the FDOT-owned Cypress Creek Park & Ride site located at the southwest corner of Interstate 95 and Cypress Creek Road (East Property), to the SFRTA property west of the Tri-Rail Cypress Creek Station (West Property). CCP is currently leasing the East Property from FDOT with the intention of developing the site for commercial uses.

On November 15, 2006, CCP submitted a revised Term Sheet to the SFRTA. Per the Term Sheet, CCP would form with the approval of various government entities a Community Development District (CDD)/Transit Assessment District (TAD) that would include both the East and West Property. The CDD/TAD would be responsible for constructing the 268 transit parking spaces, the access road to the parking facility known as NW 6<sup>th</sup> Way, and a bus drop-off area, referred to as the "West Improvements". In exchange, the TAD would pay an annual license fee to the SFRTA of \$300,000, payable in arrears in October of each year. The cost of the West Improvements, interest on the unpaid amounts and other amounts will be offset against the annual license payments until such time as the TAD recovers the West Improvement Costs and interest on the unrecovered costs at an interest rate of 6% per annum. Upon the TAD recapturing through the offset against the annual license payments the West Improvement Costs and accrued interest, the TAD would commence making licensing fee payments to SFRTA.

On December 15, 2006, the Term Sheet was presented to the Property Committee as an Information Item. The Committee moved to recommend that staff, with participation Mr. George Morgan, Jr., SFRTA Governing Board Member and Chair of the Property Committee, negotiate with CCP and report back to the Property Committee. This Term Sheet was never fully analyzed by staff for either its financial benefits or legal viability.

On December 22, 2006, SFRTA received a revised Term Sheet from CCP. The Term Sheet proposed a revised Agreement, which would grant the TAD certain rights to use the SFRTA parcel with annual payments by the TAD to SFRTA of a "TBD" amount.

On January 22, 2007, staff received a letter from CCP requesting that SFRTA authorize CCP (specifically Mr. Michael Masanoff), Carter Burgess and The Chappell Group to obtain a jurisdictional determination from Broward County Environmental Protection Department regarding any environmental matters related to SFRTA's parcel. Subsequently, SFRTA communicated to CCP that this letter would require Board approval for such authorization.

On February 15, 2007, SFRTA received an Offer and Proposed Agreement dated February 13, 2007, from Cypress Creek Partners, LLC (CCP) regarding the proposed construction of 268 parking spaces on SFRTA's parcel. The Agreement proposed that CCP will be responsible for constructing all improvements on SFRTA's parcel including obtaining the rights from SFRTA to enforce Northwestern's Mutual obligation to construct the access roadway to Powerline Road. Upon completion of the improvements, CCP would convey to SFRTA all ownership rights to the improvements.

On February 23, 2007, the SFRTA Governing Board delegated this item to the Property Committee for a 60-day review period to consider all options available to the Agency for use of the site.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
GOVERNING BOARD MEETING: APRIL 27, 2007

AGENDA ITEM REPORT

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☐ Information Item

☒ Presentation

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
STRATEGIC REGIONAL TRANSIT PLAN

SUMMARY EXPLANATION AND BACKGROUND:

At the June 23, 2006 South Florida Regional Transportation Authority (SFRTA) Governing Board Meeting, Planning Department staff and project consultant Carter Burgess gave a presentation introducing the SFRTA Strategic Regional Transit Plan. Work on the project began in July and has been ongoing ever since.

Project team members and Planning staff were on hand at the February 23, 2007 SFRTA Governing Board Meeting to provide an update on project activities and findings. However, this information item was never heard by the Governing Board due to the duration of the meeting's action items. At the April 17, 2007 meeting, project team members and Planning staff will again be in attendance to conduct a presentation on the study's progress and status.

Consistent with our legislative mandate to coordinate, develop and implement a viable regional transportation system for South Florida, the SFRTA is developing a Strategic Regional Transit Plan that focuses on the region's future and develops strategies for the allocation of scarce resources to accomplish the goals and objectives of the agency. The SFRTA Strategic Regional Transit Plan is a comprehensive effort to document regional transit needs and identify potential corridors for premium regional transit service. The project consists of extensive technical work throughout its duration, but also includes frequent outreach efforts and coordination with SFRTA's regional partner agencies. These partner agencies include the three county transit operators, three metropolitan planning organizations (MPO's), two Florida Department of Transportation (FDOT's) district offices, and two regional planning councils (RPC's).

The Strategic Regional Transit Plan is seen as a logical step in the evolution of the SFRTA. The Authority's mission is to coordinate, develop and implement a viable regional transportation system in South Florida that endeavors to meet the desires and needs for the movement of people, goods and services. SFRTA's mission, goal and objectives were developed as part of the Strategic Regional Transit Plan effort and are provided below.

(Continued on Page 2)

EXHIBITS ATTACHED:    None

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
STRATEGIC REGIONAL TRANSIT PLAN

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SUMMARY EXPLANATION AND BACKGROUND: (Continued)

The Goal of the Strategic Regional Transit Plan is to think creatively to define a bold vision and strategic plan for regional transit's role in the overall regional transportation system to ensure mobility, economic viability and quality of life in the South Florida region for the next generation.

The Objectives of the Strategic Regional Transit Plan are to:

1. Identify key regional transit corridors and infrastructure needs;
2. Define regional transit investment strategies;
3. Positively impact future development patterns in the region;
4. Assess the region's current and future trends;
5. Identify a safe and cost-effective regional transit system; and
6. Define SFRTA's role in the development, funding and operations of regional transit services.

Major tasks completed to date as part of the study effort include:

- Developed a criteria to determine what is a regional transit trip;
- Documented regional activity centers that could be served via transit;
- Used the regional travel model to identify trip flows and attractiveness of the activity centers;
- Developed preliminary corridors that match these flows and serve activity centers; and
- Held briefings with all partner agencies, sharing technical findings and draft corridors.

Partner agencies will continue to be involved via monthly updates at SFRTA Planning Technical Advisory Committee (PTAC) meetings. A major task currently in progress is a detailed technical analysis of the individual corridors, with a focus on potential ridership and project costs. Findings for this task will be presented to the PTAC at their next two meetings, with an update to the SFRTA Governing Board to follow. The SFRTA Strategic Regional Transit Plan is scheduled for completion in mid-2007.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
STRATEGIC REGIONAL TRANSIT PLAN

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Recommended by: Daniel Mayza 4/18/07  
Department Director Date

Approved by: CE-3 4/18/07  
Contracts Director Date

Authorized by: J. Brubaker 4/18/07  
Executive Director Date

Approved as to Form by: \_\_\_\_\_  
General Counsel Date



Page 3

AGENDA ITEM NO.

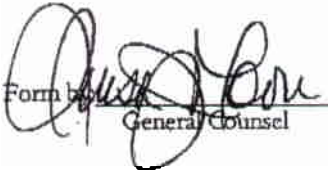
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
STRATEGIC REGIONAL TRANSIT PLAN

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Recommended by: \_\_\_\_\_  
Department Director Date

Approved by: \_\_\_\_\_  
Contracts Director Date

Authorized by: \_\_\_\_\_  
Executive Director Date

Approved as to Form by:  4/13/07  
General Counsel Date

## **Engineering & Construction Executive Summaries March 2007**

### **Segment 5 Construction, March 2007**

To date, all **43.4 miles** of double tracking are in service under the Segment 5 Project (Work Area 1 = 3.8 miles, Work Area 2 = 5.8 miles, Work Area 3 = 5.1 miles, Work Area 4 = 4.5 miles, Work Area 5 = 5.4 miles, Work Areas 6 & 7 = 5.9 miles, Work Area 8 & 9 = 7.8 miles, Work Areas 10 & 11 = 4.0 miles, and Work Area 12 = 1.1 miles).

The Contractor is working toward Project Final Acceptance. In January all touchup painting at stations was completed. The rehab of the C-11 Canal Bridge was completed in February 2007 and *upgrading of the existing siding track to mainline track was completed in March 2007 under Change Order #44 to the New River Bridge Contract.*

### **New River Bridge Construction, March 2007**

Substantial Completion for the New River Bridge was achieved on November 27, 2006. *All associated trackwork for the bridge is being performed by Herzog Construction under Change Order #44 of the New River Bridge Contract.*

*In March all track connections were completed at both ends of the Bridge that connected the newly built track over the New River Bridge to track constructed under the Segment 5 Contract. Also, in March all signal and communication installations required to put the track in service were completed. On March 31, 2007, a tapeload was performed by CSXT to cut in the signal system for the new tracks into the South Florida Rail Corridor. The signal system changes included the installation of a Dispatch Control System for a carve out section of ML 1 and ML 2 tracks over the New River Bridge that will be dispatched by Amtrak under a Contract to FDOT/SFRTA.*

## **New River Bridge Project Executive Summary for March 2007**

### **CONSTRUCTION PROGRESS: Bridge is substantially completed**

All forty drilled shafts with corresponding CSL tests, pier caps, and thirty-eight columns and two end bents have been completed.

Main span steel erection was completed in November 2006.

All decks have been completed and waterproofed. North and south approach slabs are complete. Waterproofing membrane and protective asphaltic boards were placed across the main span (span 15) and are complete, inspected and accepted.

At the northern end of the Project, the precast curb panels on the east side of the T-Wall and the precast barrier walls on the west side of the T-Wall are 100% complete. Installation of Wall "A" is 100% complete. The berms, drainage, sodding and seeding work for the entire Project is 100% complete.

**Trackwork:** Track has been constructed over the bridge and on the approaches. Ballast placement and track surfacing and stabilizing will be completed by the end of March 2007. *Track tie-ins have been completed at the north end of the bridge and those on the south end were made at the end of March immediately preceding a signal tapeload that took place on March 31, 2007.*

### **PERMITS: All SFRTA/Tri-Rail permits acquired**

All environmental permits have been obtained (this includes the United States Coast Guard (USCG) Bridge Permit).

### **CONTRACT ADMINISTRATION: 44 Change Orders executed to date**

Change Notices and Change Orders - To date, SFRTA/Tri-Rail has originated and issued 47 Change Notices and executed 44 Change Orders.

Claims - To date, WGI has issued no claims and 17 Requests for Change (RFC). SFRTA/Tri-Rail has agreed to RFCs No. 1, 2, 7 & 9; negotiated a settlement on RFC 10 denied RFCs No. 3, 4, 5, 11, and is reviewing RFCs 6, 12, 13, 14 and 15. WGI has cancelled RFC No. 8. RFC 16 for Additional CSXT Requirements and RFC 17 for Flagging Delays were received this reporting period and are being reviewed.

### **PROJECT CONTROLS: Schedule Update 33NR**

Schedule Control – Schedule Update 33NR (data date of January 31, 2007) with a November 27, 2006 actual Substantial Completion date was submitted this period and is currently under review.

SFRTA/FDOT has negotiated a time extension of 111 days pertaining to the Bascule Bridge delays (CO#43), however the cost negotiations are currently on-going.

WGI Cost Control - WGI's Payment Application No. 36 was recommended for payment approval to SFRTA/Tri-Rail by the PMC on December 1, 2006. This application was based on earned values and comprised costs for Work progressed on the Project during November 2006. Herzog's Payment Application #1 for trackwork for the period ending January 1, 2007 in the amount of \$197,319.02 was submitted in January and paid last period. *Payment Application #2 for the period ending January 31, 2007 in the amount of \$558,060.46 was submitted and paid this period. Payment Application #3 for the period ending 2/28/07 has been submitted in the amount of \$1,292,721.12. As of March 31, 2007, WGI has expended \$62,362,167.89 (97.47%) of the contract price (\$63,978,126.14).* The current contract substantial completion date is November 27, 2006, which yields 1,239 days of the Contract duration.

WGI's Payment Application No. 37 was recommended for payment approval to SFRTA/Tri-Rail by the PMC on December 15, 2006. This application was the release of \$1,781,812.17 of retention.

The PMC has expended \$ 5,453,574.51 (91.01%) of the PMC budget (\$5,992,075.06) and 1519 days (94.23%) of the 1612 days Contract duration through March 31, 2007.

## Segment 5 Project Status Executive Summary for March 2007

### **CONSTRUCTION**

**All Segment 5 Double Track areas are now in service** – Total Number: 12 Work Areas (7 in Palm Beach County, 4 in Broward County and 1 in Miami-Dade County). To date, Final Completion has been issued for the track/civil/ROW for Work Areas 1 – 12. Final Completion was also issued for Sound Barrier Walls 1 – 7; Mangonia Park, West Palm Beach, Lake Worth, Boynton Beach, Delray Beach, new Boca Raton, Ft. Lauderdale, Sheridan Street, Hollywood and Metrorail Stations; and the following bridges: WPB Stub Culvert, WPB C-51, Boynton Beach C-16, E-4N, Lateral L-30, Lake Ida Outlet, C-15, E-4S, NFNR C-12, C-10 Spur and C-10.

- **Work Area 1 (3.8 Miles)** double tracking complete and in service.
- **Work Area 2 (5.8 Miles)** double tracking complete and in service.
- **Work Area 3 (5.1 Miles)** double tracking complete and in service.
- **Work Area 4 (4.5 Miles)** double tracking complete and in service.
- **Work Area 5 (5.4 Miles)** double tracking complete and in service.
- **Work Areas 6 & 7 (5.9 Miles)** double tracking complete and in service.
- **Work Areas 8 & 9 (7.8 Miles)** double tracking complete and in service.
- **Work Areas 10 & 11 (4.0 Miles)** double tracking complete and in service.
- **Work Area 12 (1.1 Miles)** double tracking complete and in service.

**Bridges** - Total number: 24 bridges at 12 water crossings (11 new, 13 replacement and/or rehabilitation).

- All 11 New bridges are complete including punchlist items.
- Demo & Replace bridges: four are complete - WPB Stub culvert (ML1), Lake Ida Outlet (ML1), C-10 (ML2), and E-4N (ML2); one is deleted from project scope - Dania Cut-Off C-11 (ML2).
- 8 Rehabilitated bridges are complete: WPB C-51 (ML2), Boynton Bch C-16 (ML1), Lateral L-30 (ML2), C-15 (ML2), E-4S (ML1), NFNR C-12 (ML1), C-10 Spur (ML2) and Dania Cut-Off C-11 (ML1)
- The last bridge to be rehabilitated was the Dania Cut-Off C-11 (ML2). This work was completed under the New River Bridge Contract in February 2007.

### **Earthwork**

- Earthwork is complete in Work Areas 1 – 12 and all punchlist items completed.

**Grade Crossings** - 70 total grade crossings (39 required trackwork & full closure work, 31 required full closure work only).

Work has been performed at 69 crossings (All 39 trackwork and full closure crossings are complete; 30 of 31 upgrade crossings have the civil work and signal work complete including punchlist items. *NW 36<sup>th</sup> Street crossing still needs exit gate arms installed but will not be installed under Segment 5 Contract due to modifications needed due to a signal bridge installed last year after Hurricane Wilma. This work is scheduled to be completed by CSXT in April 2007.*

### **I-95 Sound Barrier Walls (1-7)**

- Sound Walls 1-7 in Palm Beach County have been completed and turned over to FDOT for maintenance.

### **Signals**

Work Areas 1 – 12 signal tape load testing and commissioning is complete. Signal work at 30 of the 31 upgrade crossings for the installation of exit and pedestrian gates has been completed.

### **Stations, Layover Facility, and Operations Center**

- Construction complete including punchlist items: Lake Worth, Boynton Beach, Delray Beach, new Boca Raton, Fort Lauderdale, Sheridan Street, Hollywood, Mangonia Park, West Palm Beach and Metrorail Stations.
- All outstanding issues completed at the West Palm Beach Operations and Layover Facilities and both facilities are in use by SFRTA Operations Staff.

### **Trackwork**

- Trackwork is completed in Work Areas 1 – 12. All punch list items are completed.

### **Passenger Information System (PIS)**

All 18 stations within the SFRC have the PIS fully operational. All punchlist items have been verified as of March 30, 2006. Simultaneous/independent messaging installation was completed in May 2006. The only outstanding issue is the delivery of the source code and its documentation.

AGENDA REPORT  
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
GOVERNING BOARD MEETING  
April 27, 2007

MARCH RIDERSHIP

Total monthly ridership for March has increased 23.4 % when compared to March of last year. Weekday ridership has risen at the rate of 19.3% for March, while the average weekday ridership in March 2007 was 11,805 per day versus 9,892 per day for 2006. Total weekend ridership has increased by 52.1% when compared to last year. Total Fiscal Year ridership is up by 37.0%.

Revenue is shown in Chart 3. Chart 2 shows ridership month-to-month and Chart 1 combines revenue and ridership month-to-month.

<u>Riders</u>	Actual March 2007	Actual March 2006	March '07 vs. '06 %	FY 07 Rider ship To Date	FY 06 Rider ship To Date	FYTD '07 vs. '06 %
M-F	259,705	217,633	19.3%	2,170,319	1,578,934	37.5%
Saturday	28,402	17,067	66.4%	193,103	142,030	36.0%
Sunday	18,676	13,878	34.6%	158,298	111,476	42.0%
Holidays	0	0	0.0%	24,499	25,604	-4.3%
	306,783	248,578	23.4%	2,546,219	1,858,044	37.0%

Note: Ridership figures are based on daily reports from Herzog.

**Chart 1 - SFRTA Riders and Revenue Trends**

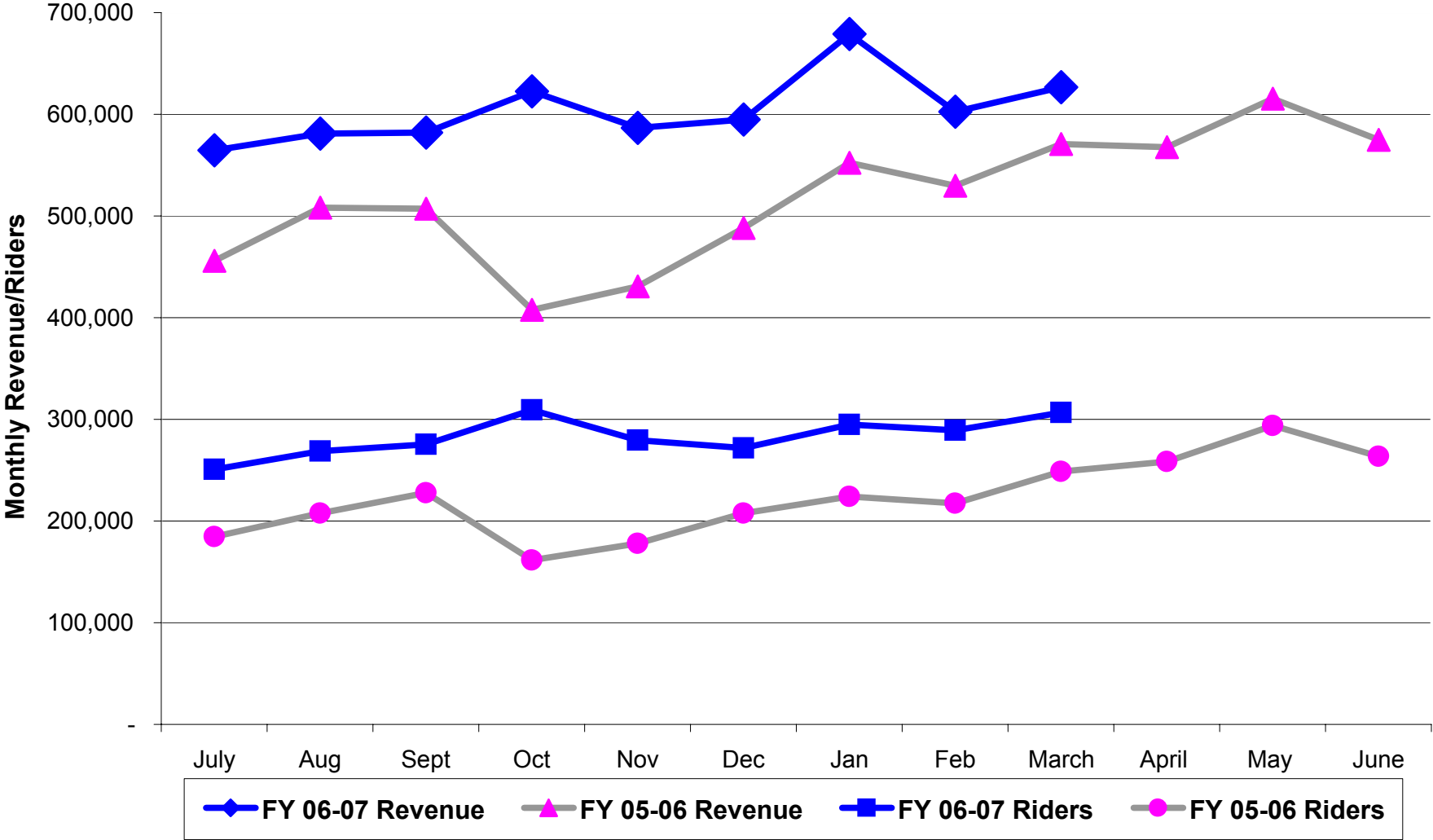


Chart 2 - SFRTA Riders

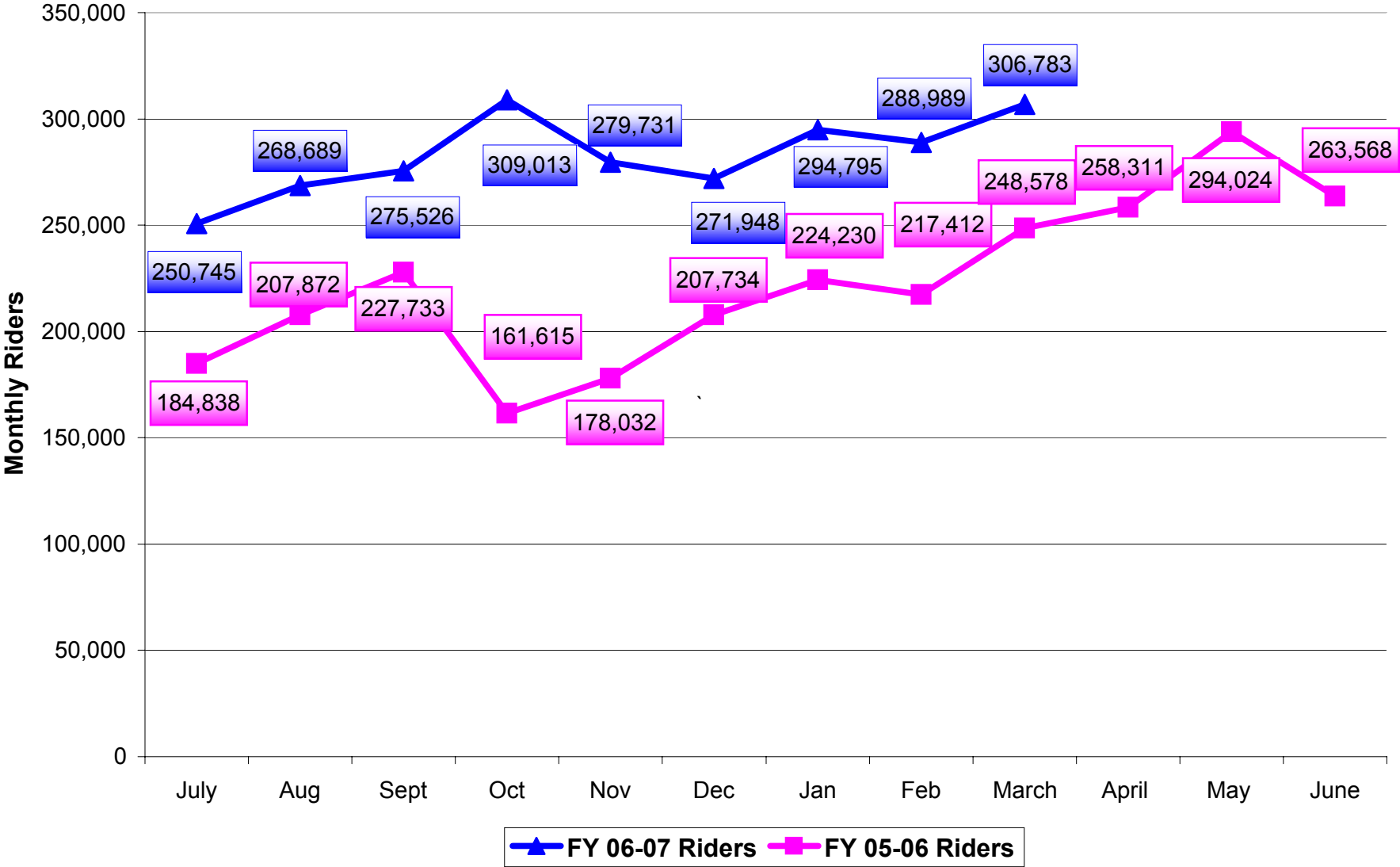
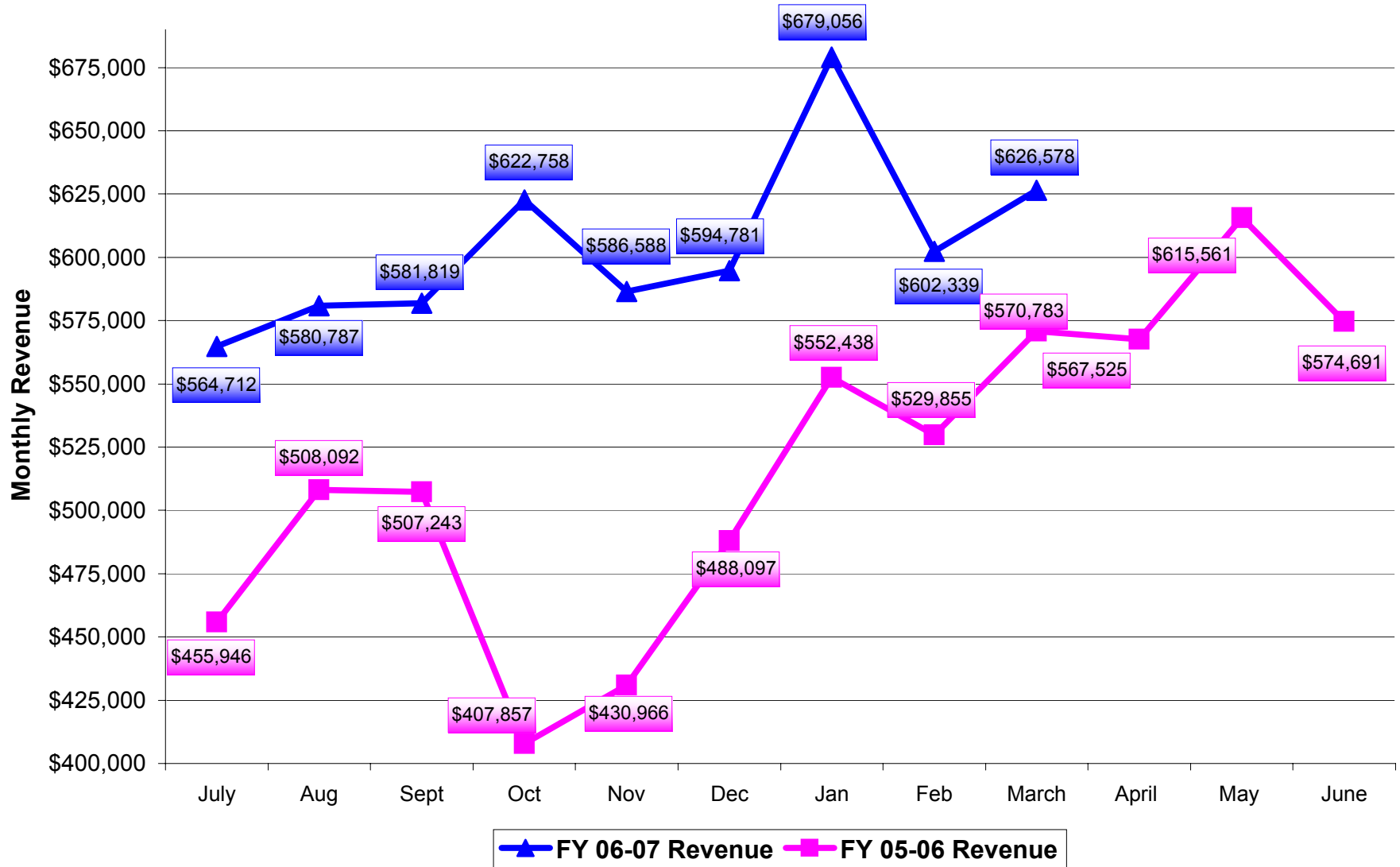


Chart 3 - SFRTA Revenue







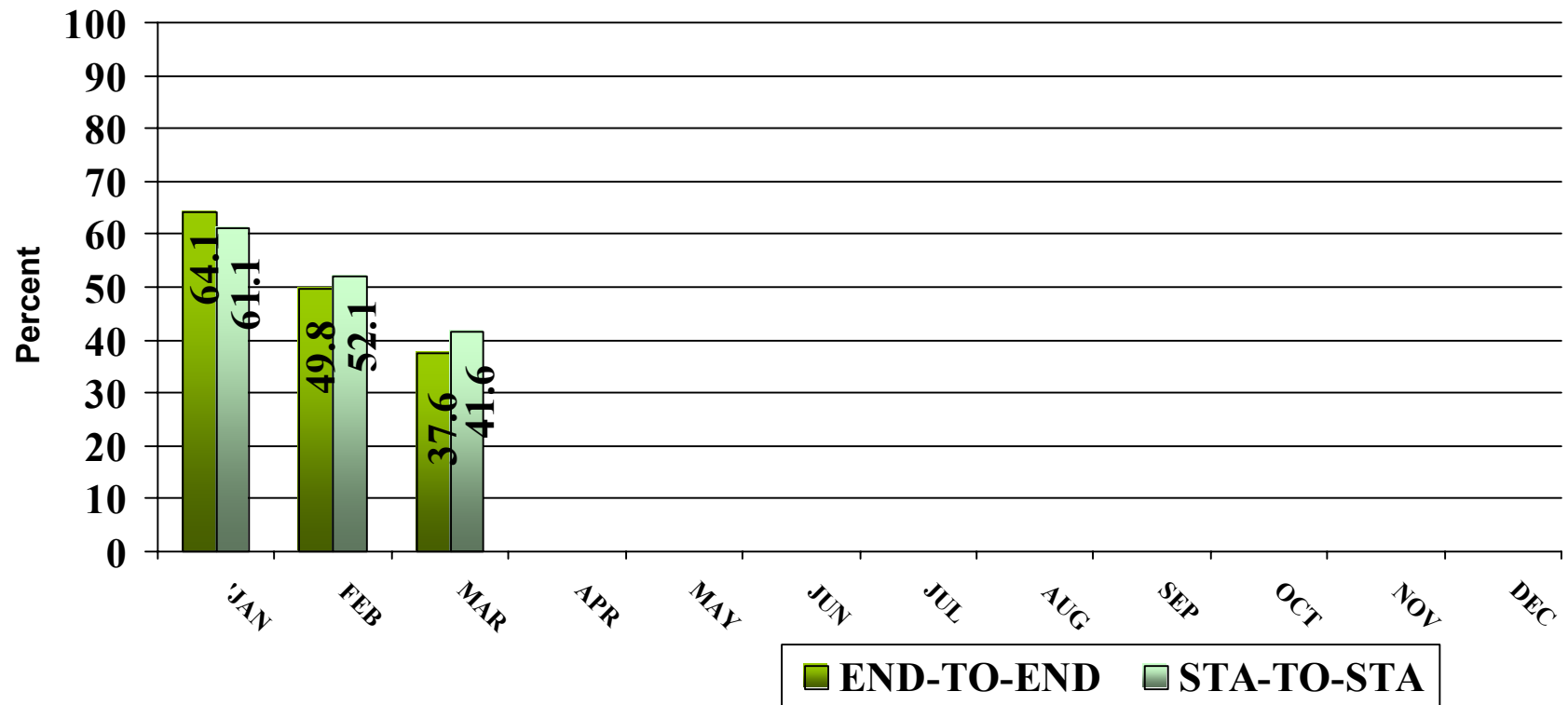
## MARCH 2007 ON TIME PERFORMANCE

### Causal Analysis Summary

<b>OTP End To End</b>			<b>37.6%</b>
<b>OTP Station To Station</b>			<b>41.6%</b>
	<b>NUMBER OF INCIDENTS</b>	<b>NUMBER OF LATE TRAINS</b>	<b>PERCENT OF TOTAL TRAINS</b>
<b>DELAY CAUSES</b>			
PD/FD Activity	0	0	0.0%
<b>SUB-TOTAL</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>
<b>CSX AGREEMENT</b>			
CSX FRIEIGHT	5	9	0.9%
LOCAL SWITCHER	7	8	0.8%
JAX DISPATCHER	6	16	1.6%
MOW	28	407	40.1%
<b>SUB-TOTAL</b>	<b>46</b>	<b>440</b>	<b>43.3%</b>
<b>OUTSIDE CSX</b>			
COMMUNICATIONS	4	15	1.5%
SIGNALS-COMP.	6	10	1.0%
CSX OPERATIONS	0	0	0.0%
<b>SUB-TOTAL</b>	<b>10</b>	<b>25</b>	<b>2.5%</b>
HTSI MECHANICAL	5	8	0.8%
HTSI TRANSPORTATION	1	3	0.3%
AMTRAK	1	1	0.1%
FEC DELAY	12	36	3.5%
NEW RIVER BRIDGE	11	65	6.4%
WEATHER	1	3	0.3%
ROW FOUL	3	7	0.7%
SFRTA TRANSPORTATION	13	25	2.5%
STATION CONSTRUCTION	0	0	0.0%
OTHER	4	7	0.7%
3rd Party	8	14	1.4%
DMU Mechanical	0	0	0.0%
<b>SUB-TOTAL</b>	<b>59</b>	<b>169</b>	<b>16.6%</b>
TRAINS DELAYED		634	62.4%
TRAINS ON TIME		382	37.6%
<b>TOTAL</b>		<b>1016</b>	<b>100.0%</b>

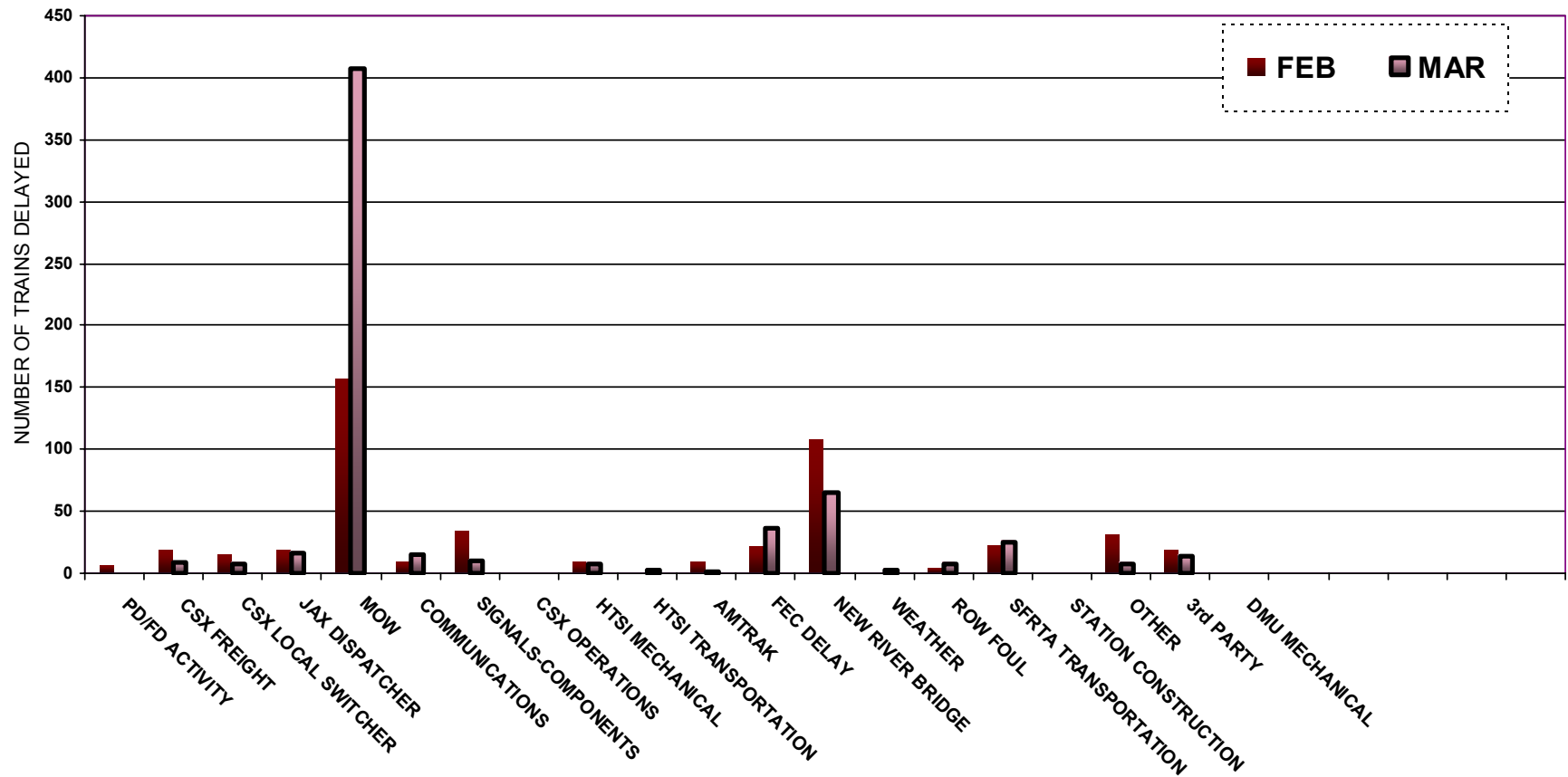


## On-Time Performance Calendar Year 2007



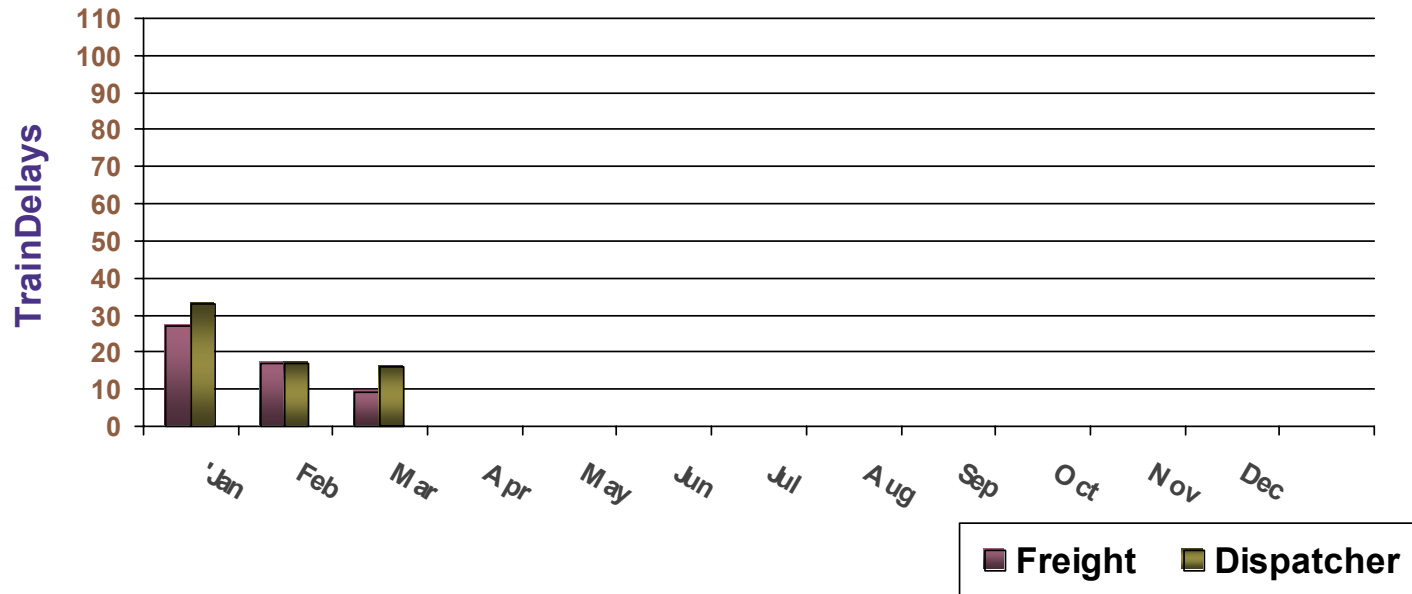


## TRAIN DELAYS 2007

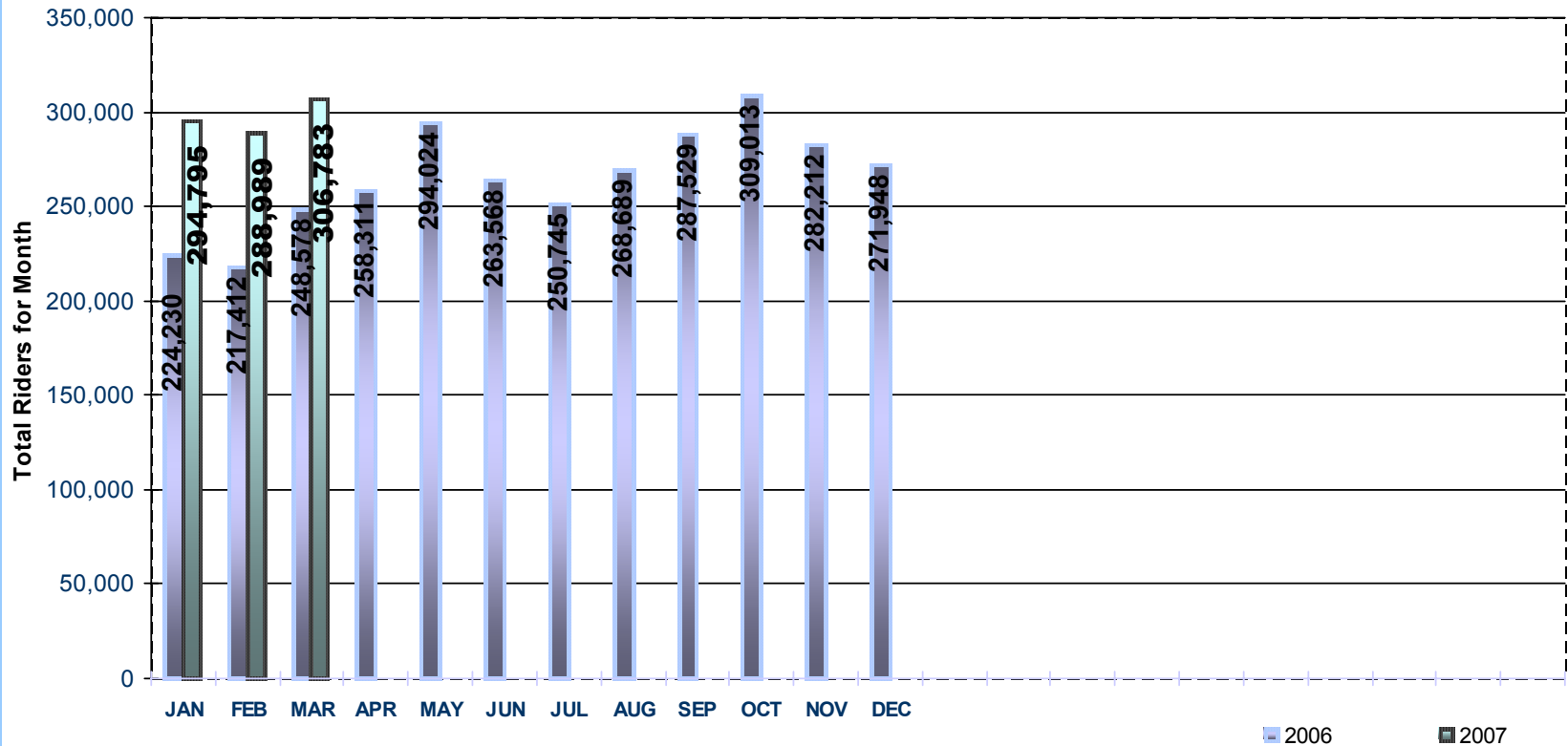




## CSXT JAX Dispatcher & Freight Delays 2007



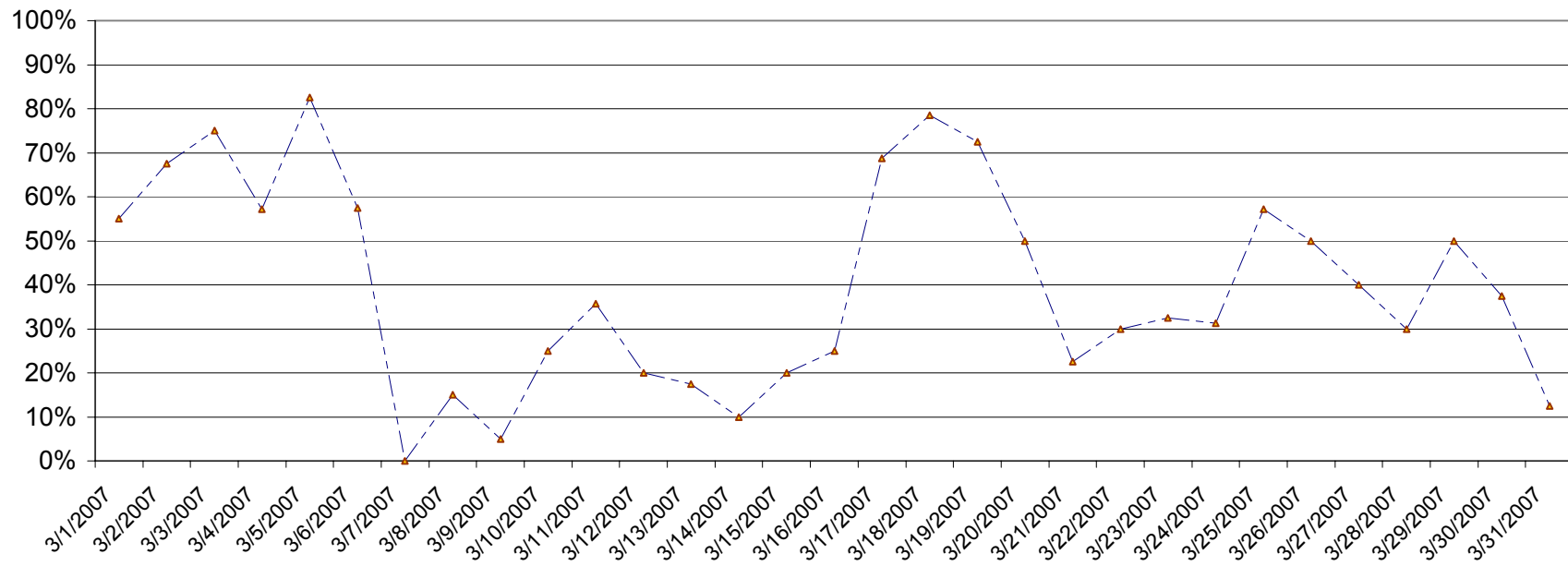
## SFRTA-Tri-Rail Monthly Ridership 2007



TRI- RAIL  
ON TIME PERFORMANCE  
END TO END ~ 2000



ON TIME PERFORMANCE  
END TO END - 2007



## **AGENDA ITEM D**

### **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY MARKETING DEPARTMENT MONTHLY SUMMARY FOR MARCH 2007 GOVERNING BOARD MEETING April 27, 2007**

#### **EMPLOYER DISCOUNT PROGRAM**

- The Employer Discount Program (EDP) added 25 new employers and 150 new employees during the month of March.
- The total number of EDP tickets recorded as sold in March was 1708 and the total revenue generated was \$77,010.

The following companies joined the Employer Discount Program (EDP) in March:

<b>Employer</b>	<b>City</b>	<b>Enroll Date</b>
Power Systems Mfg., LLC	Jupiter	3-01-07
Relli Technology	Boca Raton	3-07-07
Coastal Systems International, JNC	Coral Gables	3-12-07
National Healthcare Staffing	Miami	3-12-07
State of Florida Guardian Ad Litem Program	Fort Lauderdale	3-13-07
Everest Reinsurance Company	Miami	3-13-07
Town Center of Boca Raton	Boca Raton	3-20-07
American Business Solutions	Hypoluxo	3-20-07
Breakwater Towers, Inc.	Fort Lauderdale	3-20-07
Nova Consulting, Inc.	Doral	3-20-07
Classic Party Rentals	Hollywood	3-26-07
The Marie Green Forum for Global Missions	Pompano Beach	3-26-07
Oceanwide (USA) Inc.	Doral	3-26-07
Metilinx, Inc.	Miami	3-26-07
Emerald Flooring Company, Inc.	Pompano Beach	3-26-07
Corporate Center	Fort Lauderdale	3-03-07
Ecuadorian Line, Inc.	Miami	3-22-07
Old Town Tavern	Boca Raton	3-27-07
ER Custom Automotive	Miami	3-27-07
Church of the Risen Messiah	Green Acres	3-27-07
Fountain Design Group, Inc.	Boca Raton	3-27-07
Plural Security Services, Inc.	Weston	3-28-07
Florida Department of Highway Safety and Motor Vehicles	Tallahassee	3-28-07
Gabriel Roeder Smith & Company	Fort Lauderdale	3-28-07
Mainstream Holdings, LLC	West Palm Beach	3-29-07

## **EDP SALES MISSIONS**

### **March:**

Palm Beach County Vista Center	West Palm Beach
National Healthcare Staffing	Miami
Homewood Residences	Coconut Creek
Thermo Fisher Scientific	West Palm Beach
Plural Security Services	Fort Lauderdale
Nova Consulting	Doral
Boca Raton Town Center	Boca Raton
Boca Raton Community Hospital	Boca Raton
Engineering America, Inc.	Aventura
Citigroup PBG	Miami
Preferred Care Partners	Miami
Jackson Memorial Hospital	Miami
Burger King Corporation	Miami
Kaplan University	Ft. Lauderdale
Cooper Electronic Technologies	Boca Raton
Coastal Construction Group	Miami
American Business Solutions	Hypoluxo
State of Florida Guardian Ad Litem	Ft. Lauderdale
TMS Health	Boca Raton

## **PALM BEACH COUNTY DAYS**

The SFRTA and Greenberg Traurig once again sponsored the Legislative Luncheon during the annual Palm Beach County Days. As part of the sponsorship, the SFRTA received a prominent display area in the Capitol Rotunda, which marketing staffed.

## **PROPOSED NEW SCHEDULE**

The marketing and operations departments prepared for the production and distribution of collaterals relating to the promotion of the new schedule, including information boards, rack brochures, pocket schedules, seat drops, website postings, conductor announcements and station messages.

## **RAIL~VOLUTION**

Marketing staff continued to support the Rail~Volution effort by collateral production, coordination of mobile workshops, and finalization of details for the opening reception.

## **FLORIDA DEPARTMENT OF HEALTH MAPP WORKSHOP**

Marketing staff members presented Tri-Rail travel information during the Mobilizing for Action through Planning and Partnerships Workshop (MAPP) and participated in the follow-up goal prioritization meeting. This ongoing initiative seeks to assess and meet the needs of Palm Beach County residents.



## **TRAIN SAFETY AWARENESS WEEK**

Marketing staff members began planning activities and volunteer coordination for the upcoming Operation Lifesaver event.

## **PALM BEACH COMMUNITY COLLEGE**

Marketing staff members promoted travel by Tri-Rail and connecting Palm Tran bus service to employees during the College's job fair at the Lake Worth Campus.

## **EMPLOYMENT GUIDE JOB FAIR**

Marketing staff members presented Tri-Rail information and educated job-seekers. They were informed of the increased job opportunities available to them by considering commuting to work by train.

## **SEACO**

Marketing staff members provided support for SEACO's environmental outreach efforts and continued to work on Clean Air Month planning activities.

## **PORT EVERGLADES SHUTTLE ROUTE**

Marketing staff members continued to promote the EDP to businesses along the route through outreach in the area.

## **ON-BOARD SURVEY**

Marketing staff members assisted in conducting surveys to determine passenger satisfaction with Tri-Rail service.

## **ONGOING COMMUNITY OUTREACH EVENTS**

### **BOYNTON BEACH CHAMBER OF COMMERCE**

Marketing staff members participated in the March Chamber of Commerce meeting and provided support for community-based programs and fund-raising activities.

### **DEERFIELD BEACH CHAMBER OF COMMERCE**

Marketing staff members attended a Chamber-sponsored awards event for "Teacher of the Year" and provided support for Chamber fund-raising activities.

## **OPERATION LIFE SAVER**

Marketing staff members provided Operation Life Saver presentations to two classes. The presentations were coordinated through the Boca Raton Historical Society.

Marketing staff members provided Operation Life Saver presentations to five classes at the Henry E.S. Reeves Elementary School in Miami.

Marketing Staff members provided Operation Life Saver presentations to three classes at Robert Renick Community School in Opa-locka.

## **SENIOR OUTREACH**

Marketing staff member met with AARP coordinators in Hollywood and Ft. Lauderdale to discuss potential cross-promotional activities and support of AARP's employment programs for seniors. The upcoming Senior Idol event was promoted and flyers were provided to AARP representatives and senior groups in Broward County.



## **EXECUTIVE SUMMARY BUDGETED INCOME STATEMENT**

**March 2007**

### **Budgeted Income Statement**

#### **Revenue:**

For March 2007 year-to-date (YTD) actual revenue is up \$506,725, or 10% when compared to the FY 2006/07 YTD budgeted revenue. Actual revenue is also up \$1,251,773 or 28% when compared to the FY 2005/06 YTD actual revenue. This can be attributed to an increase in service as well as ridership. SFRTA is still within budget as actual expenses for the year was \$977,753 below budget. (see Expenses below).

#### **Expenses:**

Currently, expenses are \$977,753 or 3% below budget. All expenses are well within budget. As of July 1, 2006, the price of fuel was budgeted at \$2.10 per gallon. Currently as of March 1, 2007, the average price of fuel per gallon is \$1.94. Staff will continue to monitor the price of fuel.

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
BUDGETED INCOME STATEMENT  
3/01/07 TO 3/31/07**

<b>REVENUE</b>	<b>MARCH 2007 ACTUAL REVENUE</b>	<b>YTD ACTUAL REVENUE</b>	<b>YTD BUDGETED REVENUE</b>	<b>OVER (UNDER) BUDGET</b>	<b>2006-07 ANNUAL BUDGET</b>	<b>BUDGET AVAILABLE</b>
Train Revenue	\$626,578	\$5,439,177	\$5,026,097	\$413,080	\$6,699,974	\$1,260,797
Interest Income / Other Income	27,353	318,645	225,000	93,645	300,000	(18,645)
Advertising Revenue/Other Revenue	-	-	-	-	-	-
<b>TOTAL TRAIN REVENUE</b>	<b>\$653,931</b>	<b>\$5,757,822</b>	<b>\$5,251,097</b>	<b>\$506,725</b>	<b>\$6,999,974</b>	<b>\$1,242,152</b>
<b>OPERATING ASSISTANCE</b>						
FDOT Operating JPA	855,658	8,999,732	9,132,082	(132,350)	\$13,863,000	4,863,268
FDOT Feeder Service JPA	267,000	1,296,124	1,891,081	(594,957)	2,662,774	1,366,650
FDOT-DMU Assistance	-	-	274,999	(274,999)	1,100,000	1,100,000
FDOT-Marketing Grant	-	-	-	-	-	-
FHWA	-	3,874,246	3,951,338	(77,092)	4,000,000	125,754
FTA Assistance	845,000	5,239,228	5,624,997	(385,769)	7,976,418	2,737,190
Counties Contribution	1,501,861	7,971,417	7,971,416	-	12,477,000	4,505,583
Broward Co. Feeder Service	142,089	493,131	512,442	(19,311)	606,294	113,163
Other Local Funding	-	100,000	100,000	-	100,000	-
<b>TOTAL ASSISTANCE</b>	<b>\$3,611,608</b>	<b>\$27,973,877</b>	<b>\$29,458,354</b>	<b>(\$1,484,478)</b>	<b>\$42,785,486</b>	<b>\$14,811,609</b>
<b>TOTAL REVENUE</b>	<b>\$4,265,539</b>	<b>\$33,731,698</b>	<b>\$34,709,451</b>	<b>(\$977,753)</b>	<b>\$49,785,460</b>	<b>\$16,053,762</b>

<b>EXPENSES</b>	<b>MARCH 2007 ACTUAL EXPENSES</b>	<b>YTD ACTUAL EXPENSES</b>	<b>YTD BUDGETED EXPENSES</b>	<b>(OVER) UNDER BUDGET</b>	<b>2006-07 ANNUAL BUDGET</b>	<b>BUDGET AVAILABLE</b>
Train Operations	2,584,279	19,275,190	19,383,178	107,988	29,014,061	9,738,871
Personnel Services	894,313	6,218,327	6,288,324	69,997	8,522,750	2,304,423
Train Fuel Contract	315,244	3,189,599	3,317,239	127,639	4,603,828	1,414,229
Feeder Service	277,662	2,485,240	2,688,657	203,417	3,694,876	1,209,636
General & Administrative Expenses	101,666	1,537,671	1,687,664	149,993	2,157,425	619,754
Marketing Expenses	59,754	681,334	771,015	89,681	1,028,020	346,686
Professional Fees	88,777	702,893	828,375	125,482	1,104,500	401,607
Reserve	-	-	374,999	374,999	500,000	500,000
Expenses Transferred to Capital	(56,156)	(358,556)	(630,000)	(271,444)	(840,000)	(481,444)
<b>TOTAL EXPENSES</b>	<b>\$4,265,539</b>	<b>\$33,731,698</b>	<b>\$34,709,451</b>	<b>\$977,753</b>	<b>\$49,785,460</b>	<b>\$16,053,762</b>



## **FINANCE & INFORMATION TECHNOLOGY EXECUTIVE SUMMARY**

### **INVOICES OVER \$2,500**

During March 2007, the SFRTA's Accounts Payable division processed 282 invoices totaling \$4,625,416.05, and disbursed 254 checks, excluding payroll, totaling \$3,980,051.09.

Invoices over \$2,500, represent 25.6% (65 checks) of all invoices processed in the month of March, and represent 97.5% of the value (\$3,881,854.07) of all checks processed in March 2007.

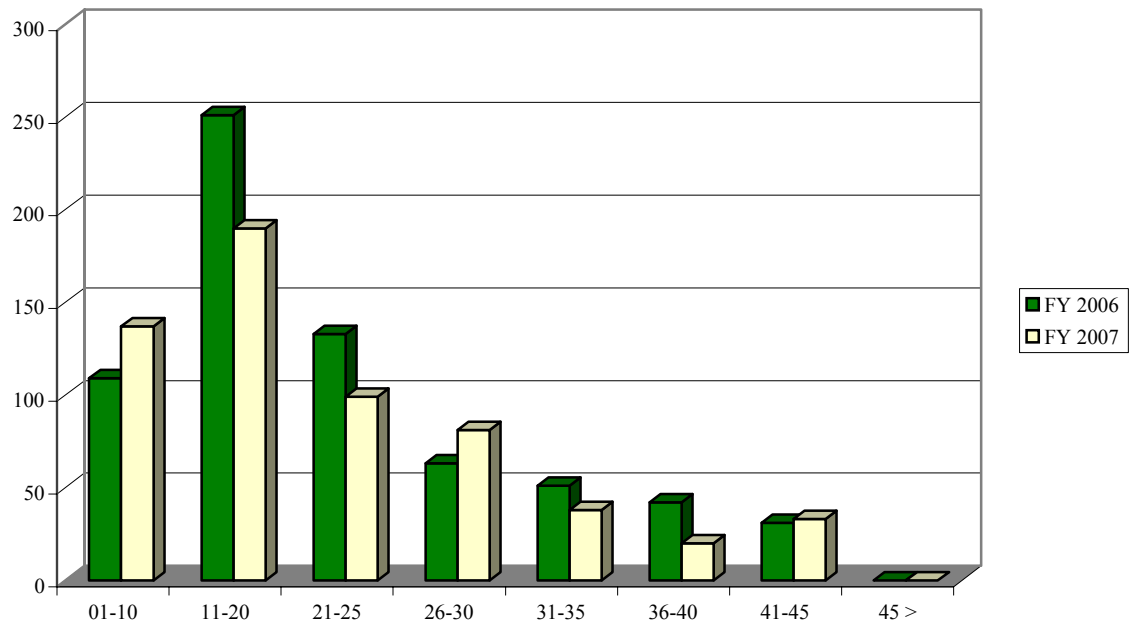
Accounts Payable processed 81.5% (53 checks) of the checks over \$2,500, within the 21-25 days, with 86.2% (56 checks) of the checks over \$2,500, processed within 30 days.

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**PAYMENT CYCLE REPORT - MARCH 2007**  
**FOR INVOICES \$2,500 AND OVER**

AGENDA ITEM NO. F

MONTHLY AVERAGE JULY 2006 TO JUNE 2007		MONTHLY AVERAGE JULY 2005 TO JUNE 2006	
INVOICE CYCLE	% OF TOTAL	INVOICE CYCLE	% OF TOTAL
0 -10 Days	22.9%	0 -10 Days	16.0%
11-20 Days	31.8%	11-20 Days	36.9%
21-25 Days	16.6%	21-25 Days	19.6%
26-30 Days	13.5%	26-30 Days	9.3%
31-35 Days	6.4%	31-35 Days	7.5%
36-40 Days	3.3%	36-40 Days	6.2%
41-45 Days	5.5%	41-45 Days	4.6%
Over 45 Days	0.0%	Over 45 Days	0.0%

**AVERAGES FOR 2006 and 2007**



**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**GOVERNING BOARD MEETING: APRIL 27, 2007**  
**INFORMATION ITEM:**  
**SUMMARY OF PAYMENTS OVER \$2,500**  
**MARCH 1, 2007 TO MARCH 31, 2007**

<b>INVOICE CYCLE</b>	<b>NO. INVOICES</b>	<b>PERCENT OF TOTAL</b>	<b>ACCUM %</b>
<b>0-10 days</b>	<b>20</b>	<b>30.8%</b>	<b>30.8%</b>
<b>11-20 days</b>	<b>24</b>	<b>36.9%</b>	<b>67.7%</b>
<b>21-25 days</b>	<b>9</b>	<b>13.8%</b>	<b>81.5%</b>
<b>26-30 days</b>	<b>3</b>	<b>4.6%</b>	<b>86.2%</b>
<b>31-35 days</b>	<b>3</b>	<b>4.6%</b>	<b>90.8%</b>
<b>36-40 days</b>	<b>1</b>	<b>1.5%</b>	<b>92.3%</b>
<b>41-45 days</b>	<b>5</b>	<b>7.7%</b>	<b>100.0%</b>
<b>Over 45 days</b>	<b>0</b>	<b>0.0%</b>	<b>100.0%</b>
<b>TOTAL INVOICES</b>	<b>65</b>	<b>100.0%</b>	

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**GOVERNING BOARD MEETING: APRIL 27, 2007**  
**INFORMATION ITEM: PAYMENTS OVER \$2,500**  
**MARCH 1 THRU MARCH 31, 2007**

RCVD DATE	APPRVD DATE	CHECK DATE	MAILED CHECK	DAYS PROCESS	VENDOR	DESCRIPTION	AMOUNT
<b>OPERATING EXPENSES</b>							
1/23/2007	2/27/2007	3/1/2007	3/8/2007	44	CRISTIANO ELECTRIC, INC.	Electric Svcs -11/15/2006-01/03/2007	2,740.02
2/14/2007	2/22/2007	3/1/2007	3/8/2007	22	DOWNTOWN FT. LAUDERDALE	TMA Feeder Svcs -12/01-31/06	2,574.00
2/9/2007	2/22/2007	3/1/2007	3/6/2007	25	MERIDIAN MANAGEMENT CORPORATION	Station Maint -01/01-31/2007	99,102.42
2/23/2007	2/26/2007	3/1/2007	3/8/2007	13	RAIL VOLUTION	Rail Volution Sponsorship -02/08/2007	15,000.00
2/9/2007	2/22/2007	3/1/2007	3/6/2007	25	WACKENHUT CORPORATION	Wackenhut WE -01/29/2007-02/04/2007	143,204.32
1/23/2007	1/31/2007	3/1/2007	3/6/2007	42	HERZOG TRANSIT SERVICE	Base Comp Svcs -01/01-15/2007	646,886.00
2/15/2007	3/1/2007	3/2/2007	3/8/2007	21	GREENBERG TRAUIG LLP	Gen Coun Retainer Svcs -01/01-31/2007	10,416.66
3/1/2007	3/1/2007	3/7/2007	3/7/2007	6	STATE OF FLORIDA GROUP	Health Ins. -03/2007	58,654.78
2/23/2007	3/2/2007	3/7/2007	3/7/2007	12	UNUM LIFE INSURANCE	LT Disability -03/07	3,868.37
3/7/2007	3/7/2007	3/7/2007	3/7/2007	0	DEPT OF FINANCIAL SVCS	Department of Financial Services	7,244.11
3/7/2007	3/7/2007	3/7/2007	3/7/2007	0	SUNTRUST PAYROLL TAXES	SunTrust Payroll Taxes	64,358.78
3/7/2007	3/7/2007	3/7/2007	3/7/2007	0	SUNTRUST PAYROLL TAXES	SunTrust Payroll Taxes	62,557.68
3/7/2007	3/7/2007	3/7/2007	3/7/2007	0	FLORIDA DIVISION OF RETIREMENT	SFRTA Retirement -03/07	45,653.12
2/27/2007	3/1/2007	3/7/2007	3/13/2007	14	THOMPSON COBURN LLP	FED/Leg Consult Svcs -01/23/2007	2,771.35
2/21/2007	3/1/2007	3/7/2007	3/13/2007	20	WACKENHUT CORPORATION	Wackenhut W/E -01/08-14/07	23,116.89
2/23/2007	3/12/2007	3/14/2007	3/19/2007	24	BITNER GOODMAN	Mrkt/PR Svcs -01/31/2007	79,902.59
2/23/2007	3/12/2007	3/14/2007	3/19/2007	24	BV OIL COMPANY	Train Fuel -02/15/2007	310,264.06
3/14/2007	3/14/2007	3/14/2007	3/19/2007	5	ENO TRANSPORTATION	Mazza Seminar -04/29-05/04/07	2,900.00
3/12/2007	3/13/2007	3/14/2007	3/19/2007	7	FLORIDA POWER & LIGHT	FPL High Ridge Rd. -02/07-03/08/07	5,478.43
3/1/2007	3/12/2007	3/14/2007	3/19/2007	18	HERZOG TRANSIT SERVICE	Special Trains -02/01-10/2007	10,329.77
2/2/2007	2/26/2007	3/14/2007	3/19/2007	45	HERZOG TRANSIT SERVICE	Base Comp Svcs -01/16-31/2007	646,886.00
3/6/2007	3/12/2007	3/14/2007	3/19/2007	13	LIMOUSINES OF SOUTH FLORIDA	Brwd Feeder Svcs -02/16-28/07	76,897.50
2/22/2007	3/12/2007	3/14/2007	3/19/2007	25	MIDATLANTIC DATA SYSTEMS	Station Maint -03/2007	3,519.00
2/16/2007	3/12/2007	3/14/2007	3/19/2007	31	PALM TRAN	PB Feeder Svcs- 01/01-31/2007	55,751.56
3/7/2007	3/12/2007	3/14/2007	3/19/2007	12	SOUTH FLORIDA EDUCATION CENTER	SFEC Feeder Svc -02-01/28/2007	7,472.60
3/12/2007	3/13/2007	3/14/2007	3/19/2007	7	UNITED STATES POSTAGE SERVICE	Postage -03/07	4,000.00
3/6/2007	3/13/2007	3/14/2007	3/19/2007	13	VERIZON WIRELESS	Cellular Equipment -03/07	2,599.75
3/5/2007	3/6/2007	3/14/2007	3/19/2007	14	WACKENHUT CORPORATION	Wackenhut W/E -02/19-25/07	128,787.66
3/14/2007	3/14/2007	3/14/2007	3/19/2007	5	DIGITAL PRINTING SYSTEMS	TVM Ticket Printing Svcs -12/29/2006	8,937.50
3/14/2007	3/14/2007	3/16/2007	3/19/2007	5	TYLER WORKS/EDEN DIVISION	EDEN System Maint -12/23/06	30,798.60
3/15/2007	3/15/2007	3/21/2007	3/21/2007	6	STATE OF FLORIDA GROUP	Health Ins. -03/2007	5,287.70
3/15/2007	3/15/2007	3/21/2007	3/21/2007	6	DEPT OF FINANCIAL SVCS	Department of Financial Services	7,244.11
3/16/2007	3/16/2007	3/21/2007	3/21/2007	5	SUNTRUST PAYROLL TAXES	SunTrust Payroll Taxes	63,819.51
2/27/2007	3/14/2007	3/21/2007	3/29/2007	30	ACS	AFC Software Support -02/01-31/2007	13,060.00



**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**GOVERNING BOARD MEETING: APRIL 27, 2007**  
**INFORMATION ITEM: PAYMENTS OVER \$2,500**  
**MARCH 1 THRU MARCH 31, 2007**

RCVD DATE	APPRVD DATE	CHECK DATE	MAILED CHECK	DAYS PROCESS	VENDOR	DESCRIPTION	AMOUNT
<b>OPERATING EXPENSES</b>							
3/12/2007	3/13/2007	3/21/2007	3/29/2007	17	BELLSOUTH	Reg Summ Bill -03/2007	24,034.51
3/9/2007	3/19/2007	3/21/2007	3/29/2007	20	C2 GROUP LLC	FED/LEG Consult Svcs -02/2007	10,000.00
3/20/2007	3/20/2007	3/21/2007	3/29/2007	9	FLORIDA POWER & LIGHT	Station Utilities -03/07	9,997.38
2/21/2007	3/12/2007	3/21/2007	3/29/2007	36	LIMOUSINES OF SOUTH FLORIDA	Brwd Feeder Svcs -02/01-15/2007	80,467.50
3/16/2007	3/16/2007	3/21/2007	3/29/2007	13	PROLOGIS TRUST	Admin Off Rent -04/01/2007	50,497.91
3/26/2007	3/26/2007	3/27/2007	3/27/2007	1	UNITED STATES POSTAGE SERVICE	Postage -03/07	3,000.00
3/20/2007	3/26/2007	3/28/2007	3/29/2007	9	BV OIL COMPANY	Train Fuel W/E -03/04-14/2007	172,273.87
3/26/2007	3/26/2007	3/28/2007	3/29/2007	3	FLORIDA POWER & LIGHT	Station Utilities -03/07	15,038.63
3/9/2007	3/26/2007	3/28/2007	3/29/2007	20	MERIDIAN MANAGEMENT CORPORATION	Station Maint -02/07	98,503.20
3/9/2007	3/26/2007	3/28/2007	3/29/2007	20	PALM TRAN	PB Feeder Svcs -02/06/2007	55,658.46
3/22/2007	3/26/2007	3/28/2007	3/29/2007	7	THOMPSON COBURN LLP	FED/ Leg Consult Svcs -02/01-28/2007	17,575.00
3/12/2007	3/20/2007	3/28/2007	3/29/2007	17	WACKENHUT CORPORATION	Wackenhut WE -02/26/2007 -03/04/2007	146,804.72
3/7/2007	3/21/2007	3/28/2007	3/29/2007	22	GREENBERG TRAURIG LLP	Gen Coun Retainer Svcs -02/01-28/2007	10,416.66
3/1/2007	3/20/2007	3/28/2007	3/29/2007	28	HERZOG TRANSIT SERVICE	DMU Operations -02/20/2007	2,625.00
2/26/2007	3/30/2007	3/30/2007	4/2/2007	35	ACORDIA WPB DIVISION	Work Comp Ins -03/01/2007	3,902.75
				<b>49</b>	<b>TOTAL OPERATING EXPENDITURES</b>		<b><u>\$ 3,352,880.43</u></b>

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
**GOVERNING BOARD MEETING: APRIL 27, 2007**  
**INFORMATION ITEM: PAYMENTS OVER \$2,500**  
**MARCH 1 THRU MARCH 31, 2007**

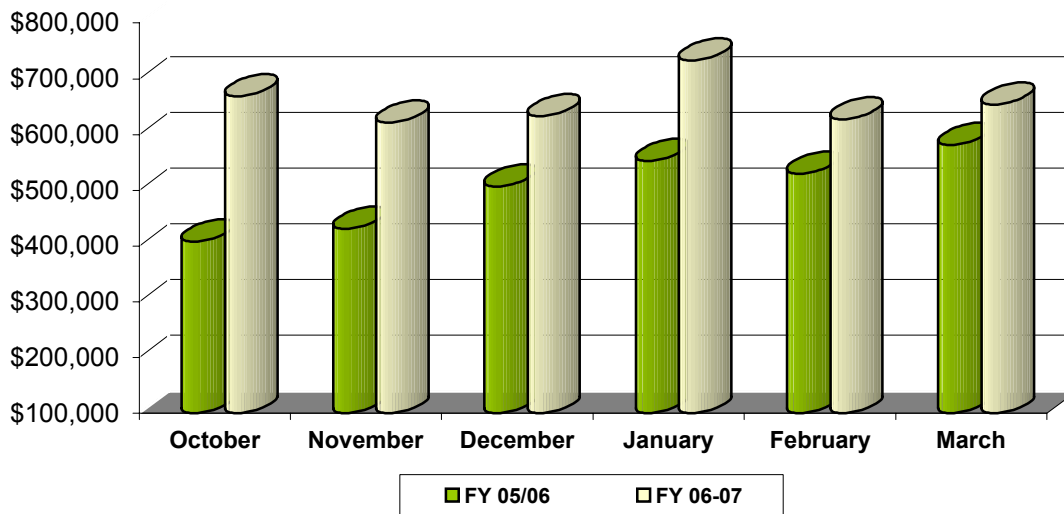
RCVD DATE	APPRVD DATE	CHECK DATE	MAILED CHECK	DAYS PROCESS	VENDOR	DESCRIPTION	AMOUNT
<b>CAPITAL EXPENDITURES</b>							
1/19/2007	1/19/2007	3/2/2007	3/2/2007	42	DMJM HARRIS	NRB Consult Svcs -01/09/2007	137,733.83
2/23/2007	3/1/2007	3/2/2007	3/8/2007	13	HDR ENGINEERING INC	PB Pre-Eng Svcs -02/03/2007	8,863.22
2/1/2007	2/27/2007	3/2/2007	3/8/2007	35	KIMLEY HORN AND ASSOCIATES	Leg Agenda Consult Svcs -12/01-31/2006	3,549.49
3/1/2007	3/1/2007	3/7/2007	3/13/2007	12	CSX TRANSPORTATION	NRB Flagging Svcs -10/06/2006-01/05/2007	56,478.55
2/21/2007	2/27/2007	3/7/2007	3/13/2007	20	PARSONS BRINCKERHOFF	Seg 5 Improv Study -11/13/2006-01/19/2007	16,701.97
2/21/2007	2/26/2007	3/9/2007	3/13/2007	20	CORRADINO GROUP	Transit Svc Consult Svcs -01/31/2007	9,765.06
2/23/2007	3/2/2007	3/9/2007	3/13/2007	18	PARSONS BRINCKERHOFF	PB Trans Consult Svcs -03/2007	43,545.52
2/5/2007	3/13/2007	3/14/2007	3/19/2007	42	BERGMANN ASSOCIATES INC	UAFC System Support -06/24-12/1/2006	156,031.21
3/2/2007	3/12/2007	3/14/2007	3/19/2007	17	CONTRACT CONNECTION	BR Station Maint -02/28/2007	2,980.00
2/23/2007	3/9/2007	3/14/2007	3/19/2007	24	DELL	Comp Equip -02/12/2007	5,371.84
3/16/2007	3/16/2007	3/16/2007	3/19/2007	3	COPANS ROAD ASSOCIATES LLP	DMJM Off Rent -04/01/2007	8,505.33
3/16/2007	3/16/2007	3/21/2007	3/29/2007	13	ROADWAY WORKER TRAINING	Consult Svcs NRB -03/13/2007	11,201.00
3/14/2007	3/19/2007	3/21/2007	3/29/2007	15	COUNCIL TREASURE COAST	WPB RFP Consult Svcs -07/01/2006-09/30/2006	50,164.72
3/22/2007	3/22/2007	3/28/2007	3/29/2007	7	CSX TRANSPORTATION	MOD -06/10/2005 -02/08/2007	3,114.48
3/1/2007	3/26/2007	3/28/2007	3/29/2007	28	HERZOG TRANSIT SERVICE	Hurricane Yard Repairs -02/01-31/2007	8,333.98
3/14/2007	3/21/2007	3/28/2007	3/29/2007	15	KIMLEY HORN AND ASSOCIATES	TCRA Parking Consult Svcs -07/17/2006	6,633.44
				<b>16</b>	<b>TOTAL CAPITAL EXPENDITURES</b>		<b>\$ 528,973.64</b>
<b>Item Total</b>				<b>65</b>	<b>TOTAL OPERATING EXPENSES AND CAPITAL EXPENDITURES</b>		<b>\$ 3,881,854.07</b>

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
REVENUE REPORT- MARCH 2007**

**REVENUE - MARCH 2007**

DESCRIPTION	Mar-06	Mar-07	VARIANCE	%
Weekday Sales	497,437	528,809	31,372	6.3%
Weekend Sales	73,346	97,769	24,423	33.3%
Other Income	10,555	27,352	16,796	159.1%
Total Revenue	581,338	653,930	72,592	12.5%

**Revenue Monthly Trends  
FY 05/06 and FY 06/07**



**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
REVENUE REPORT- MARCH 2007**

SALES BY TICKET TYPE	MARCH 2006		MARCH 2007		PERCENT CHANGE <sup>(1)</sup>
Palm Beach Schools	40,080		40,080		-
Employer Disc. Program	72,594		77,010		0.06
Group Tour Sales	706		163		-77%
<b>Station Sales:</b>					
One-Way	184,155		219,678		19.3%
Roundtrip	117,802		125,519		6.6%
12 Trips	25,681		27,750		8.1%
Monthly	33,560		35,140		4.7%
One-Way Discount	41,899		46,769		11.6%
Roundtrip Discount	33,946		34,076		0.4%
Monthly Discount	20,359		20,394		0.2%
<b>Total Station Sales</b>	<b>457,403</b>		<b>509,325</b>		<b>11.4%</b>
<b>Total Sales</b>	<b>570,783</b>		<b>626,578</b>		<b>9.8%</b>

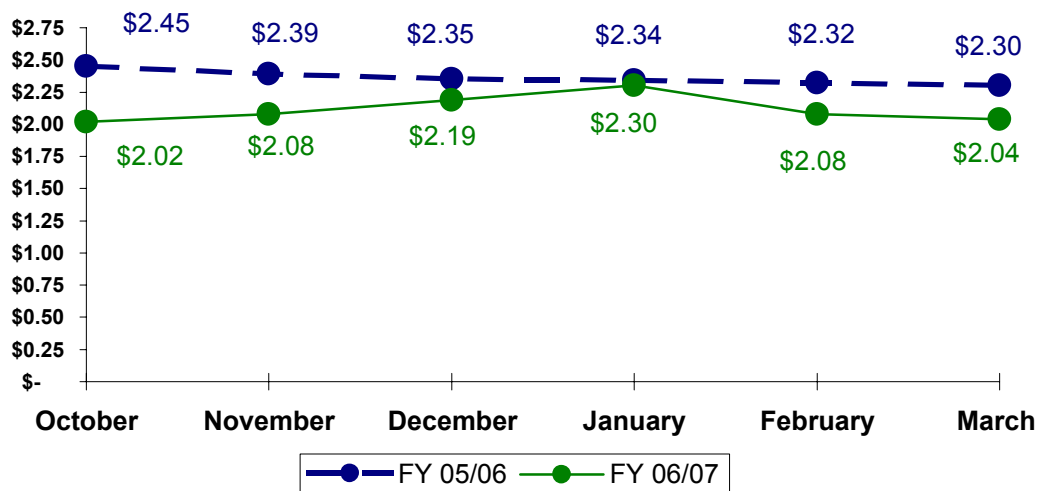
(1) Percent increase or decrease from previous year

**AVERAGE FARE**

2.30

2.04

**Average Fares  
FY 05/06 and FY 06/07**

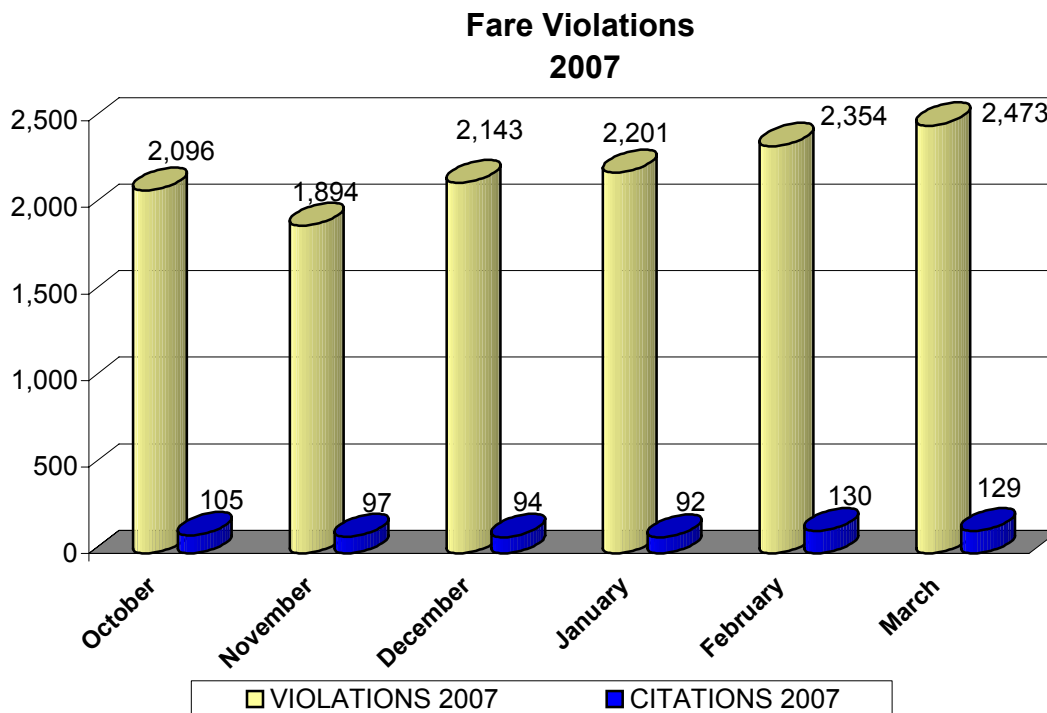


**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY  
FARE EVASION REPORT  
OCTOBER 2006 TO MARCH 2007**

MONTH	TOTAL INSPECTED	TOTAL VIOLATIONS	# OF CITATIONS	# OF WARNINGS	% RIDERS INSPECTED
OCTOBER 2006	232,544	2,096	105	1,986	75%
NOVEMBER 2006	219,411	1,894	97	1,794	78%
DECEMBER 2006	220,247	2,143	94	2,045	81%
JANUARY 2007	250,522	2,201	92	2,103	85%
FEBRUARY 2007	247,655	2,354	130	2,220	86%
MARCH 2007	316,244	2,473	129	2,335	103%
AVERAGE	247,771	2,194	108	2,081	85%

**FARE EVASION %**                      **0.78%**

**FINES**    \$    **7,554**





## Solicitation Status Report March 2007

AGENDA ITEM: H

Solicitation Number	Solicitation Type	Description of Services	Estimated Budget	Advertise Date	Document Available	Pre-Submittal Conference	Due Date Bids/Proposals	Award Contract
05-722	RFP	Universal Automated Fare Collection System (UAFCS)  Contract Admin.: B. Guida Proj. Mgr.: R. Matthews	TBD	31-Mar-06	25-Apr-06	25-Apr-06	TBD	TBD
07-723	RFP	Auditing Services  Contract Admin.: B. Kohlberg Proj. Mgr.: L. Thezine	TBD	06-May-07	07-May-07	16-May-07	30-May-07	22-Jun-07
06-848	RFP	Maintenance of Way (MOW) Services  Contract Admin.: R. Becker Proj. Mgr.: D. Mazza	TBD	6-Oct-06	30-Oct-06	14-Nov-06	20-Apr-07	23-May-07
06-114	RFP	Train Control System for Dispatching on the SFRC  Contract Admin.: R. Becker Proj. Mgr.: E. Barkman	TBD	09-Mar-07	15-Mar-07	27-Mar-07	30-Apr-07	28-May-07
07-516	RFP	General Counsel Legal Services  Contract Admin.: R. Becker Proj. Mgr.: J. Olsen	TBD	13-Apr-07	16-Apr-07	25-Apr-07	18-May-07	22-Jun-07



**Contract Actions Executed  
Under The Executive Director's Authority  
For The Month of March 2007**

**AGENDA ITEM NO: I**

<b>Date Signed</b>	<b>Contract /Purchase Order No.</b>	<b>Contract Action</b>	<b>Amount \$</b>	<b>Term</b>
<b>06-Mar-07</b> Contractor Project  Justification	<b>P.O. No. 07-000333</b>  <b>T &amp; M Lawn Service</b> <b>Pompano Beach Station</b>  Remove existing black railing from throughout entire station and dispose. Fill all holes with concrete where black railing used to be. Replace railing with 928 linear feet of six-gauge black vinyl-coated chain link fence, 4 ft. high. Black support posts to be installed in concrete.	Purchase Order	16,920.00	N/A
<b>21-Mar-07</b> Contractor Project Justification	<b>P.O. No. 07-000356</b>  <b>Greenberg Traurig LLP</b> <b>Legal Services</b> Legal Services for Hallandale Village of Gulf Stream Park.	Purchase Order	25,000.00	N/A



**Contract Actions Executed  
Under The  
Construction Oversight Committee's Authority  
For The Month of March 2007**

**AGENDA ITEM NO: J**

Date Signed	Contract No.	Contract Action	Amount \$	Term
N/A	No Contract Actions were executed by the Construction Oversight Committee for the month of March 2007.	N/A	N/A	N/A



**PROPERTY COMMITTEE**

**PROJECT SCHEDULE**

<b>PROJECT/PROPERTY ISSUES</b>	<b>DATE OF DELEGATION BY BOD</b>	<b>ACTION TO BE TAKEN</b>	<b>DELEGATION TIME-FRAME</b>	<b>BOD MEETING UPDATE</b>
Boca Raton Station Phase II Joint Development	February 23, 2007	Return to PC – Report to BOD in 90 days	May 24, 07	May 25, 007
Cypress Creek Station Parking Proposal	February 23, 2007	Return to PC – Report to BOD in 60 days	April 24, 07	April 27, 2007
Deerfield Beach Station Joint Access Proposal by York Residential	February 23, 2007	NO ACTION		
Delray Beach Redevelopment Plans	February 23, 2007	NO ACTION		
Proposed Hallandale Beach Station	February 23, 2007	Return to BOD with letter of support	March 23, 07	
Proposed Mangonia Park Lease and Easement Agreement	March 19, 2007 Delegated by the Chair	Return to PC – Report to BOD in 60 days Ratified at BOD 3/23/07 meeting	May 18, 07	May 25, 2007
Proposed Pompano Park Station	February 23, 2007	Requested Proposal from Developer		
Sheridan Street Stationside Village	March 23, 2007	NO ACTION		
Station Area Land Use, Zoning & Government-Owned Properties	March 23, 2007	Deferred to PC		
Tri-Rail Station Parking and Circulation Study	March 23, 2007	Deferred to PC		
West Palm Beach Bus Transfer Facility	March 23, 2007	NO ACTION		
West Palm Beach Transit-Oriented Development	March 23, 2007	NO ACTION		